

# NANTUCKET MEMORIAL AIRPORT COMMISSION

January 14, 2020

## Agenda

1. Announcements
  - a. This Meeting is Being Both Audio & Video Recorded
2. Review and Approve:
  - a. Agenda
  - b. 12/10/19 Draft Minutes
  - c. Ratify 12/18/19 and 1/8/20 Warrants
3. Public Comment
4. Pending Leases/Contracts as Set Forth on Exhibit 1, which Exhibit is Herein Incorporated by Reference
5. Pending Matters
  - a. **050916-1** Crew Quarters Development
  - b. **091019-01** Town Government Study Committee
6. **011420-1** Rates and Charges Public Hearing proposed to be scheduled for February 11, 2020
7. Finance
  - a. **111219-3** FY2021 Final Budget
  - b. **011420-2** Capital Projects Update
  - c. **011420-3** Parking Report
  - d. **011420-4** Financial Statements and Schedule of Passenger Facility Charges and Expenditures FY2019
8. Manager's Report
  - a. Project Updates
  - b. RFP/Bid Status
  - c. Operations Update
  - d. Statistics
  - e. Personnel Report
9. Commissioner's Comments
  - a. 11/26/19 Long Range Planning Draft Minutes
  - b. Long Range Planning Sub-Committee Meeting Scheduled for February 7, 2020
10. Public Comment
11. Executive Session – G.L. c.30A, §21 (a)
  - a. Review ES minutes of 5/28/13, 9/10/13, 1/14/14, 2/25/14, 3/11/14, 3/25/14, 6/24/14, 4/14/15, 5/12/15, 8/11/15, 9/8/15, 12/8/15, 2/9/16, 9/13/16, 12/13/16, 1/10/17, 5/11/17, 6/13/17, 7/11/17, 8/8/17, 9/12/17, 10/10/17, 11/14/17, 12/12/17, 1/9/18, 2/13/18, 3/16/18, 4/10/18, 5/8/18, 6/12/18, 6/29/18, 7/10/18, 8/14/18, 9/11/18, 11/13/18, 12/11/18, 1/14/19, 2/12/19, 3/12/19, 4/9/19, 5/14/19, 6/11/19, 7/12/19, 8/13/19, 9/10/19, 10/8/19, 11/12/19 for possible release; and 12/10/19 for review and possible release.
  - b. Clause 3: To discuss strategy with respect to the litigation regarding the Gatto Claim, where the Chair has determined that an open session may have detrimental effect on the litigating position of the Airport Commission.
  - c. Clause 3: To discuss strategy with respect to the litigation regarding Walsh, where the Chair has determined that an open session may have detrimental effect on the litigating position of the Airport Commission.
  - d. Clause 3: To discuss strategy with respect to collective bargaining, where the Chair has determined that an open session may have detrimental effect on the bargaining position of the Airport Commission.

**Public Safety Facility**  
1<sup>st</sup> Floor Meeting Room  
4 Fairgrounds Road  
  
**5:00 PM**

Town of Nantucket  
**NANTUCKET MEMORIAL AIRPORT**  
14 Airport Road  
Nantucket Island, Massachusetts 02554

Thomas M. Rafter, Airport Manager  
Phone: (508) 325-5300  
Fax: (508) 325-5306



*Commissioners*  
Daniel W. Drake, Chairman  
Arthur D. Gasbarro, Vice Chair  
Anthony G. Bouscaren  
Andrea N. Planzer  
Jeanette D. Topham

**DRAFT**

**AIRPORT COMMISSION MEETING**  
**December 10, 2019**

The meeting was called to order at 5:00 pm by Chairman Daniel Drake with the following Commissioners present: Jeanette Topham, Arthur Gasbarro and Andrea Plazner.

Commissioner Anthony Bouscaren participated remotely as his physical attendance was unreasonably difficult.

The meeting took place in the 1<sup>st</sup> floor Community room at the Public Safety Facility, 4 Fairgrounds Rd. Nantucket MA.

Airport employees present were: Tom Rafter, Airport Manager, Noah Karberg, Assistant Airport Manager, Jamie Sandsbury, Business and Finance Manager, David Sylvia, Safety and Compliance Officer, Katy Perales, Office Manager and Lillian Sylvia, Administrative Assistant.

Mr. Drake announced the meeting was being audio and video recorded.

Mr. Drake asked for comments on the Agenda; hearing none, the Agenda was adopted.

Mr. Gasbarro made a **Motion** to approve the draft minutes dated 11/12/19. **Second** by Ms. Planzer and **Passed** by the following roll call vote:

Mr. Bouscaren- Aye  
Ms. Topham- Aye  
Ms. Planzer- Aye  
Mr. Gasbarro- Aye  
Mr. Drake- Aye

Ms. Topham made a **Motion** to ratify the 11/20/19 and 12/4/19 Warrants. **Second** by Ms. Planzer **Passed** by the following roll call vote:

Mr. Bouscaren- Aye  
Ms. Topham- Aye  
Ms. Planzer- Aye  
Mr. Gasbarro- Aye  
Mr. Drake- Aye

## Public Comment

None.

**Pending Leases/Contracts** – Mr. Rafter presented for approval the following contracts:

- ➔ **McFarland Johnson, Inc.-** Task order in the amount of \$38,046 for design work to reconstruct, mark, light, and sign Taxiway Echo. Pre-grant work.
- ➔ **Lakes Region Environmental Contracting Inc.-** Contract Amendment in the amount of \$12,392 for additional travel and lodging expenses for the aviation fuel facility annual inspection. The original contract amount was \$52,500.
- ➔ **McFarland Johnson, Inc.-** Task Order in the amount of \$22,700 for initial design services for the fuel farm upgrades phase three (3).
- ➔ **Anderson & Kreiger-** Letter of Agreement for legal services for general matters.

## Commissioner Comments:

Mr. Gasbarro asked Mr. Rafter to explain why both Jacobs Engineering Group Inc. and McFarland Johnson, Inc were listed for fuel farm work. Mr. Rafter explained that the Airport was not satisfied with work done by McFarland Johnson, Inc. on previous Airport projects. The project was then transferred to Jacobs Engineering Group, Inc. Mr. Gasbarro asked why a new contract was needed. Mr. Rafter explained that he would have to check and that the McFarland Johnson, Inc. Task Order for initial design services for the fuel farm upgrades phase three would be held for approval until next meeting.

Mr. Gasbarro made a **Motion** to approve the McFarland Johnson, Inc. Task Order for design work for Taxiway Echo and the Contract Amendment with Lakes Region Environmental Contracting Inc.'s **Second** by Ms. Planzer and **Passed** by the following roll call vote:

Mr. Bouscaren- Aye  
Ms. Topham- Aye  
Ms. Planzer- Aye  
Mr. Gasbarro- Aye  
Mr. Drake- Aye

Mr. Gasbarro made a **Motion** to approve the letter of agreement with Anderson & Kreiger **Second** by Ms. Planzer and **Passed** by the following roll call vote:

Mr. Bouscaren- Aye  
Ms. Topham- Aye  
Ms. Planzer- Aye  
Mr. Gasbarro- Aye  
Mr. Drake- Aye

**Pending Matters** – Mr. Rafter reported on:

- ➔ **050916-1 Crew Quarters Development-** Financial risk analysis model using one building with two units, as insturcted at the Long Range Subcommittee Meeting was reviewed. The results concluded that if borrowing funds for 30 years with 20% down, the Airport would need to fund \$1.3 million, which would require a rent of \$2,762 for a two bedroom unit and \$3,776 for a three bedroom unit in order to break even on the borrowing. These numbers do not include caretaking or management fees. The Commission the matter back to the Long Range Planning Subcommittee.

- **091019-01 Town Government Study Committee-** Mr. Rafter reported that the draft warrant article, that would permit the Select Board to appropriate funds for Capital projects in order to meet the required Federal Aviation Administration (FAA) deadlines for grants, has been updated for the Commissions consideration. The latest version of the draft warrant article is a result of meeting with the Town Manager, Municipal Finance Director, Town Council and Airport Council. If passed at Annual Town Meeting with a simple majority vote it would be submitted as a home rule petition and not require a ballot vote.

Ms. Topham made a **Motion** to approve the proposed warrant article as submitted in revised form to bring to Annual Town Meeting **Second** by Ms. Planzer and **Passed** by the following roll call vote:

Mr. Bouscaren- Aye  
Ms. Topham- Aye  
Ms. Planzer- Aye  
Mr. Gasbarro- Aye  
Mr. Drake- Aye

**121019-01 Ratify Mass DOT Grant Award/Grant Assurance “Safety and Security Equipment (Design Only)”- \$93,230.83**

Mr. Rafter explained that the design-only grant was awarded to help the Airport meet critical timelines and that a grant application to cover eligible construction costs, will be submitted in May 2020.

Mr. Gasbarro made a **Motion** to ratify the Mass DOT grant award for Safety and Security Equipment (Design Only) for \$93,230.83. **Second** by Ms. Topham and **Passed** by the following roll call vote:

Mr. Bouscaren- Aye  
Ms. Topham- Aye  
Ms. Planzer- Aye  
Mr. Gasbarro- Aye  
Mr. Drake- Aye

**Finance-** Mr. Rafter reported on:

**111219-3 FY2021 Preliminary Budget-** Mr. Rafter reviewed the latest version of the FY2021 budget which reflects no reliance on Retained Earnings. Revenue was adjusted to decrease by \$150,000, due to the departure of Rectrix. Expenses increased due to legal services. There was consolidation of two accounts, vehicle supplies and vehicle equipment.

**i. – Stabilization Fund Update-** Seeking approval from the Commission for a \$100,000 budget transfer at Annual Town Meeting (ATM) for the Stabilization Fund from Retained Earnings and a \$250,000 budget transfer for a Capital Fund account from Retained Earnings to address unknown expenses associated with groundwater and soils investigation and potential remediation.

Ms Planzer made a **Motion** to recommend to Town Meeting the transfer from Retained Earnings of \$100,000 to the Stabilization Fund and \$250,000 to the Capital Account reserved for



groundwater and soils investigation and potential remediation. **Second** by Ms. Topham and **Passed** by the following roll call vote:

Mr. Bouscaren- Aye  
Ms. Topham- Aye  
Ms. Planzer- Aye  
Mr. Gasbarro- Aye  
Mr. Drake- Aye

**ii. Capital Account Language-** Mr. Rafter reported there would be a joint meeting on Monday, December 16, 2019 with the Capital Committee and the Finance Committee. Updates include adding the latest Security Project estimate, the ground water and soils investigation and potential remediation transfer and the Capital requests for 2021 that were presented to the Capital Committee.

Mr. Gasbarro made a **Motion** to approve the Capital Project Request list totaling \$4,924,250.00 of which \$4,032,250 are AIP projects. **Second** by Ms. Topham and **Passed** by the following roll call vote:

Mr. Bouscaren- Aye  
Ms. Topham- Aye  
Ms. Planzer- Aye  
Mr. Gasbarro- Aye  
Mr. Drake- Aye

### **Manager's Report**

**Project Updates** – Mr. Rafter reported:

- **Bunker Road Drainage-** Infiltrator has been installed. The Maintenance Department will clean the dry well and catch basins and the Airport will continue to pursue additional improvements along the road to minimize dirt build up.
- **Richmond Group-** Request from Richmond Group to connect to an existing leach field underneath the park that is owned by the Airport related to the improvements and drainage at the corner of Old South Road and Airport Road. The Airport will ensure the contractor restores the surface of the Park to its original form.
- **Security Project-** Received sub-bids and prime bids for phase I. Contract is being finalized, work is expected to begin in the next eight weeks. Phase II is being finalized, coordinating with FAA and MassDOT. Bids are expected to be due in late January or early February, and we also will be applying for a grant for this project in May 2020.
- **EA/EIS-** Environmental Notification Form has been submitted. A public meeting is scheduled to be held December 18, 2019 at the SRE building. This is to identify up-coming projects and the potential impacts. The next step will be the development of mitigation strategies to address environmental impacts on the projects identified.
- **PFC Application #2-** The current PFC application expires in 2024. The second PFC application is estimated for approximately \$1.1 Million and would expire in 2029. The second application covers the sponsor's share of covers reimbursable projects and the final number on the Security project will be included.
- **Fuel Farm Rehabilitation-** Project was transferred to Jacob's Engineering Group, Inc. and are negotiating cost for design.
- **Taxiway E-** Received revised construction estimate at approximately \$17 million. Waiting for survey work to be turned in to complete the 60% design. This delay does not impact the deadline to submit a grant application in May.

**RFP/IFB Bid Status – Mr. Rafter reported on:**

- ➔ **Request for Expression of Interest- Hangar Development-** Received one proposal expressing interest in building a Hangar which is under review.
- ➔ **Land Appraisals-** proceeding with appraisals for various properties in accordance with the Airport's previously established policy.
- ➔ **Request for Expression of Interest (REOI)- Freight Hangar-** Developing an REOI for the Freight Hangar, as discussed at the 11/26/19 Long Range Planning Subcommittee Meeting.

**Working on developing RFP's and Leases for the following-**

- ➔ Hold Room Concession
- ➔ Fuel Farm Inspections
- ➔ On-Call Engineering
- ➔ Parking Management Services

**Operations – Mr. Rafter reported:**

- ➔ Rectrix ceased service on December 2, 2019. Mr. Rafter has been in touch with the Barnstable Airport Manager to discuss potential incentives and to continue to focus on better year round service.
- ➔ Thanksgiving sales decreased \$53,563.
- ➔ Stroll Weekend sales increased 25% or \$43,544.
- ➔ Received a Notice of Required Action from the DEP. Working with legal and licensed site professionals to develop a response.
- ➔ Maintenance department created a liquid disposal unit at TSA screening.
- ➔ Mr Rafter and David Sylvia, Safety and Compliance Officer, met with TSA to begin a rewrite of the Airport's security program. TSA was updated on the Security project and the transition to the new system. TSA wrote a letter of support for the Security Project. To enable FAA reimbursement.
- ➔ A letter of commendation to TSA was sent out, thanking them for their efforts and performance during the 2019 season.

**Statistics – Mr. Rafter reviewed the October 2019 statistics:**

- ➔ Operations are up 1.49% from October 2018; and up 18.85% from last FYTD.
- ➔ Enplanements are down 8.07% from October 2018; and up 7.59% from last FYTD.
- ➔ Jet A Gallons are up 12.48% from October 2018; and up 4.12% from last FYTD.
- ➔ Jet A Gallons are down 38.03% from November 2018.
- ➔ AvGas Gallons are down 12.35 % from October 2018; and down 4.71% from last FYTD.
- ➔ AvGas Gallons are up 7.67% from November 2018.
- ➔ Freight is up 3.21% from October 2018; and up 1.03% from last FYTD.
- ➔ 2 Noise complaints were filed for November 2019 compared to 1 in November 2018.

**Personnel Report-**

- ➔ Lillian Sylvia, Administrative Assistant, passed the first of three classes needed for Massachusetts Procurement Certification.

**Commissioners Comments-**

**Committee Report: Long Range Planning Sub-Committee-** Mr. Drake gave a briefing on the Long Range Planning Subcommittee meeting held on November 26, 2019. The topics of discussion included the Crews Quarters analysis, the freight facility lease, the PFC application #2 and prioritization of uses of Retained Earnings. Regarding housing, Mr. Drake explained that the cost of building housing for employees of the town is 80-100% higher than it is for non-profits, due to the requirements of the Massachusetts Procurement Law.

**Letter of Support for Airport Manager for AAAE Position-** Mr. Rafter asked for a letter of support for his application for a position at the American Association of Airport Executives (AAAE), to serve on the Executive Committee as a secretary treasurer.

Mr. Gasbarro made a **Motion** to send the letter of support to AAAE in support of Mr. Rafter's pursuit of the position of Secretary/Treasurer. **Second** by Ms. Topham and **Passed** by the following roll call vote:

Mr. Bouscaren- Aye  
Ms. Topham- Aye  
Ms. Planzer- Aye  
Mr. Gasbarro- Aye  
Mr. Drake- Aye

Mr. Gasbarro asked if the Commission should consider addressing the comment made at the Select Board meeting on December 4 about the continuing loss of year-round service with Rectrix withdrawing and expressing the wish that the Airport Commission do more to ensure such service. He expressed the need to educate the Board and the Public about the Airport's new service policy and its incentive program to promote year-round service. The Commission agreed that Mr. Rafter should address the Select Board at the December 4 meeting to help educate the Board members and the Public on this matter and that he send a follow-up letter providing detail.

#### **Public Comment**

None.

Having no further business for Open Session, Ms. Topham made a **Motion** to go into Executive Session, under G.L. Chapter 30A, Section 21A, not to return to Open Session, to review Executive Session Minutes as enumerated on the Agenda; Clause 3: To discuss strategy with respect to the litigation regarding the Gatto claim, where the Chair has determined that an open session may have detrimental effect on the litigating position of the Airport Commission.; Clause 3: To discuss strategy with respect to the litigation regarding Walsh, where the Chair has determined that an open session may have detrimental effect on the litigating position of the Airport Commission; **Second** by Ms. Planzer and **Passed** unanimously, by the following roll-call vote:

Mr. Bouscaren- Aye  
Ms. Topham- Aye  
Ms. Planzer- Aye  
Mr. Gasbarro- Aye  
Mr. Drake- Aye

Meeting adjourned at 5:47pm.

Respectfully submitted,

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Lillian Sylvia, Recorder

**Master List of Documents Used**

12/10/19 Agenda including Exhibit 1(Handout)  
11/12/19 Draft Minutes  
11/20/19 Warrant Signature Page  
12/4/19 Warrant Signature Page  
McFarland Johnson, Inc.- Task Order MJ-A-05  
Lakes Region Environmental Contracting Inc. Contact Amendment  
McFarland Johnson, Inc.- Task Order MJ-N-19 (Handout)  
Anderson & Kreiger Letter of Agreement  
Housing Study Cost Analysis and Model  
2020 Warrant Article- Charter Amendment  
MassDOT Grant/Award Assurance  
FY2021 Preliminary Budget  
FY2021 Capital Request Summary (Handout)  
TSA Commendation Letter  
Richmond Completed Construction Alteration Application and Ariel Photo  
EENF Explanation and Figures  
October 2019 Monthly Statistical Report  
AAAE Letter of Support

Warrant 12/18/2019

*Please Sign and Date*

Daniel Drake

*[Signature]*

12/10/19

Arthur Gasbarro

De la Plézi

12/10/19

Andrea Planzer

*Jeanette Topham 12/10/19*  
Jeanette Topham

Jeanette Topham

  
Anthony G. Bouscaren


Anthony G. Bouscaren

12/6/19

[illegible]

# Warrant 01/08/2020

Please Sign and Date



12/27/19

Daniel Drake

Arthur Gasbarro

Andrea Planzer



Jeanette Topham

Anthony G. Bouscaren

will be \$564,646.99 →

Batch# <u>3984</u>	Total \$ <u>112,194.70</u>	Batch Date <u>12/17/19</u>	Initial <u>A ST</u>
Batch# <u>3992</u>	Total \$ <u>564,180.28</u>	Batch Date <u>12/19/19</u>	Initial <u>JD ST</u>
Batch# <u>4000</u>	Total \$ <u>138,051.72</u>	Batch Date <u>12/23/19</u>	Initial <u>JD ST</u>
Batch# <u>4005</u>	Total \$ <u>5,084.00</u>	Batch Date <u>12/26/19</u>	Initial <u>JD ST</u>
Batch# <u>4006</u>	Total \$ <u>1,187.46</u>	Batch Date <u>12/28/19</u>	Initial <u>JD ST</u>
Batch# _____	Total _____	Batch Date _____	Initial _____
Batch# _____	Total _____	Batch Date _____	Initial _____
Batch# _____	Total _____	Batch Date _____	Initial _____
Batch# _____	Total _____	Batch Date _____	Initial _____

email approvals  
attached →

## Lillian Sylvia

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**From:** Jamie Sandsbury  
**Sent:** Tuesday, January 07, 2020 12:35 PM  
**To:** Lillian Sylvia  
**Subject:** FW: Correction to Batch 3992 in AP010820

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**From:** Dan Drake <ddrake@nantucketairport.com>  
**Sent:** Tuesday, January 7, 2020 12:30 PM  
**To:** Jamie Sandsbury <jsandsbury@nantucketairport.com>  
**Subject:** Re: Correction to Batch 3992 in AP010820

I approve.

Daniel W. Drake  
Chair, Nantucket Memorial Airport Commission  
Cell 508-221-0770

On Jan 7, 2020, at 9:56 AM, Jamie Sandsbury <[jsandsbury@nantucketairport.com](mailto:jsandsbury@nantucketairport.com)> wrote:

Hello again,

I truly apologize about this, however there was another error caught (in the same batch) and the Lakes Region invoice was entered as \$52,200 when it should have been \$52,500.

We have discussed this internally and have a plan to prevent these kind of errors from happening. I apologize for the inconvenience but if I could get your approval again for batch #3992 to now increase to \$564,646.99?

Again, truly sorry for the inconvenience.

Please let me know when you have a chance.

Thanks,

*Jamie Miller Sandsbury*

Nantucket Memorial Airport  
Business Finance Manager  
14 Airport Road  
Nantucket, MA 02554  
508-325-5300



## Lillian Sylvia

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**From:** Jamie Sandsbury  
**Sent:** Tuesday, January 07, 2020 10:28 AM  
**To:** Lillian Sylvia  
**Subject:** FW: Correction to Batch 3992 in AP010820

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**From:** Andrea Planzer <andreaplanzer@me.com>  
**Sent:** Tuesday, January 7, 2020 10:19 AM  
**To:** Jamie Sandsbury <jsandsbury@nantucketairport.com>  
**Subject:** Re: Correction to Batch 3992 in AP010820

You have my approval.  
Andrea

Sent from my iPhone

On Jan 7, 2020, at 9:56 AM, Jamie Sandsbury <[jsandsbury@nantucketairport.com](mailto:jsandsbury@nantucketairport.com)> wrote:

Hello again,

I truly apologize about this, however there was another error caught (in the same batch) and the Lakes Region invoice was entered as \$52,200 when it should have been \$52,500.

We have discussed this internally and have a plan to prevent these kind of errors from happening. I apologize for the inconvenience but if I could get your approval again for batch #3992 to now increase to \$564,646.99?

Again, truly sorry for the inconvenience.

Please let me know when you have a chance.

Thanks,

*Jamie Miller Sandsbury*

Nantucket Memorial Airport  
Business Finance Manager  
14 Airport Road  
Nantucket, MA 02554  
508-325-5300



## Lillian Sylvia

---

**From:** Jamie Sandsbury  
**Sent:** Tuesday, January 07, 2020 10:07 AM  
**To:** Lillian Sylvia  
**Subject:** FW: Correction to Batch 3992 in AP010820

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**From:** JEANETTE TOPHAM <jtop@comcast.net>  
**Sent:** Tuesday, January 7, 2020 10:05 AM  
**To:** Jamie Sandsbury <jsandsbury@nantucketairport.com>  
**Subject:** RE: Correction to Batch 3992 in AP010820

That is fine with me. Could you please ask Lily to send me Schuyler "s telephone number, please. Thank you, J

On January 7, 2020 at 9:56 AM Jamie Sandsbury <[jsandsbury@nantucketairport.com](mailto:jsandsbury@nantucketairport.com)> wrote:

Hello again,

I truly apologize about this, however there was another error caught (in the same batch) and the Lakes Region invoice was entered as \$52,200 when it should have been \$52,500.

We have discussed this internally and have a plan to prevent these kind of errors from happening. I apologize for the inconvenience but if I could get your approval again for batch #3992 to now increase to \$564,646.99?

Again, truly sorry for the inconvenience.

Please let me know when you have a chance.

Thanks,

*Jamie Miller Sandsbury*

Nantucket Memorial Airport

**Exhibit 1**  
**Pending Leases/Contracts/Agreements**  
**1/14/2020**

Type	With	Amount	Other Information	Source of Funding
Contract	Weston Solutions	\$53,650	Environmental Consulting Services	Operating
			Site Assessment for Per- and Polyfluoroalkyl Substances	
Contract	Jacobs Engineering Group, Inc.	\$337,187	Fuel Farm Rehabilitation Project	Capital
			Task Order for Design Services	
Contract	McFarland Johnson, Inc.	\$22,700	Fuel Farm Upgrades-Phase III	Capital
			Task Order for Initail Design Services	
Pending				

Contract No. \_\_\_\_\_

PO No. \_\_\_\_\_

Vendor No. \_\_\_\_\_



**TOWN OF NANTUCKET**  
**AGREEMENT BETWEEN**  
**THE TOWN OF NANTUCKET**  
**AND**  
**WESTON SOLUTIONS, INC.**



THIS AGREEMENT made effective \_\_\_\_\_, 2020, by and between the **TOWN OF NANTUCKET, MASSACHUSETTS**, a municipal corporation, acting by and through its Nantucket Airport Commission, with offices at 14 Airport Road, Nantucket, Massachusetts 02554 (hereinafter called the "AIRPORT"), and **Weston Solutions, Inc.** whose principal office address and state of incorporation 1400 Weston Way, West Chester, PA 19380 as set forth on Exhibit A (hereinafter called the "CONTRACTOR").

**RECITALS:**

WHEREAS, the AIRPORT desires to retain the CONTRACTOR to provide certain services for the AIRPORT, as described below, and the CONTRACTOR is willing to accept such engagement, all on the terms hereinafter set forth,

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**ARTICLE 1 - ENGAGEMENT OF THE CONTRACTOR**

- 1.1 The AIRPORT hereby engages the CONTRACTOR, and the CONTRACTOR hereby accepts the engagement to perform certain services for the AIRPORT, as described in Article 2.
- 1.2. In the performance of any service under this Agreement, the CONTRACTOR acts at all times as an independent contractor. There is no relationship of employment or agency between the AIRPORT, on the one hand, and the CONTRACTOR, on the other, and the AIRPORT shall not have or exercise any control or direction over the method by which the CONTRACTOR performs its work or functions aside from such control or directions which are consistent with the independent contractor relationship contemplated in the Agreement.

**ARTICLE 2 - SERVICES OF THE CONTRACTOR**

- 2.1 The CONTRACTOR will perform the services described in the Scope of Services set forth on Exhibit A (the "Work").

- 2.2 The CONTRACTOR shall report, and be responsible, to the AIRPORT and its designee (if any) as set forth on Exhibit A.
- 2.3 There shall be no amendment to the Scope of Services or Work provided for in this Agreement without the written approval of the AIRPORT. The AIRPORT shall be under no obligation to pay for any services performed by the CONTRACTOR which are not explicitly agreed to by the AIRPORT in writing.
- 2.4 The CONTRACTOR represents and warrants to the AIRPORT that the CONTRACTOR (including all of its personnel, whether employees, agents or independent contractors) will be qualified and duly licensed (if necessary) to perform the services required by this Agreement and further agrees to perform its services in a professional manner, and in accordance with the reasonable standard of care implied by law and all applicable local, state or federal ordinances, laws, rules and regulations, all of which are incorporated herein by reference. The CONTRACTOR will obtain and pay for any and all permits, bonds and other items required for the proper and legal performance of the Work.
- 2.5 The CONTRACTOR represents and warrants to the AIRPORT that it is not a party to any agreement contract or understanding which would in any way restricts or prohibits it from undertaking or performing its obligations hereunder in accordance with the terms and conditions of this Agreement.
- 2.6 All written materials and any other documents (whether in the form of “hard” copies, graphics, magnetic media or otherwise) which are received and produced by the CONTRACTOR pursuant to this Agreement shall be deemed to be “work for hire” and shall be and become the property of the AIRPORT upon the receipt and production of such items by the CONTRACTOR. The AIRPORT acknowledges that such materials are being prepared with respect to the specific project contemplated hereby and that any reuse of such materials by the AIRPORT in connection with any other project shall be at the AIRPORT’s sole risk, unless otherwise agreed to by the CONTRACTOR in writing.
- 2.7 The CONTRACTOR shall be responsible for the professional and technical accuracy, and for the coordination, of all designs, drawings, specifications, estimates and other work or services furnished by CONTRACTOR or its consultants and subcontractors. The CONTRACTOR shall perform its work under this Agreement in such a competent and professional manner that detail checking and reviewing by the AIRPORT shall not be necessary. The CONTRACTOR shall supervise and direct the Work, using its best skills and attention, which shall not be less than such state of skill and attention generally rendered by the design and engineering profession for projects similar to the subject project in scope, difficulty and location.
- 2.8 The CONTRACTOR shall not use any subcontractors or sub-consultants (not identified herein) for any work required under this Agreement unless such use has been approved in advance in writing by the AIRPORT.
- 2.9 Notwithstanding anything to the contrary in this Agreement, the CONTRACTOR shall not be relieved of its obligations under this Agreement by the AIRPORT’s performance,

or failure to perform, any of the AIRPORT's administrative duties under this Agreement, including, but not limited to, the AIRPORT's review and/or approval of plans, estimates, programs, documents, materials, work and services furnished by CONTRACTOR.

### **ARTICLE 3 - PERIOD OF SERVICES**

- 3.1 Unless otherwise provided on Exhibit A, the term of this Agreement shall commence on the date hereof and continue until the Work is completed to the AIRPORT's reasonable satisfaction.
- 3.2 The CONTRACTOR shall proceed with the Work promptly after receiving Notice to Proceed and will diligently and faithfully prosecute the Work to completion in accordance with the provisions hereof. In any event, the Work shall be completed no later than the date set forth on Exhibit A. The CONTRACTOR acknowledges that time is of the essence of this Agreement.
- 3.3 If the CONTRACTOR is delayed in the performance of any of its obligations under this Agreement by the occurrence of an unforeseen event beyond its control such as fire or other casualty, abnormal adverse weather conditions, acts of God (collectively, "Unavoidable Events") which materially and adversely affect its ability to perform the Work, then the time for the CONTRACTOR to perform the Work shall be extended for such time as the AIRPORT shall reasonably determine is necessary to permit the CONTRACTOR to perform in light of the effects of the Unavoidable Event.

If an Unavoidable Event occurs which, in the AIRPORT's reasonable determination, makes the performance of the Agreement impossible without the expenditure of additional AIRPORT funds, the AIRPORT may, at its option, elect to terminate this Agreement upon thirty (30) days written notice.

### **ARTICLE 4 - PAYMENTS TO THE CONTRACTOR**

- 4.1 The compensation due to the CONTRACTOR shall be paid in the amounts, and in the manner, set forth on Exhibit B, attached hereto.
- 4.2 The CONTRACTOR will bill the AIRPORT at the completion of the work unless otherwise provided on Exhibit B, with one or more invoices broken down to show the quantity of work performed and the percentage of the entire project completed, categories and amount of reimbursable expenses (if any), and provide such supporting data as may be required by the AIRPORT.
- 4.3 The AIRPORT will pay the CONTRACTOR upon review and approval of such invoices by the AIRPORT or its designee.
- 4.4 This engagement may be subject to budgetary restrictions which may limit the total amount of funds available for the Work. Accordingly, unless otherwise stated on Exhibit B, the AIRPORT will not be obligated to pay any amount in excess of the maximum project amount without the express written approval of the AIRPORT.

- 4.5 The CONTRACTOR and its sub-contractors shall not be compensated for any services involved in preparing changes that are required for additional work that should have been anticipated by the CONTRACTOR in the preparation of the documents, as reasonably determined by the AIRPORT.

#### **ARTICLE 5 – TERMINATION**

- 5.1 This Agreement may be terminated, with cause, by either the AIRPORT or CONTRACTOR, upon written notice given by the non-defaulting party. For the purposes of this provision, "cause" shall include the failure of a party to fulfill its material duties hereunder in a timely and proper manner.
- 5.2 The AIRPORT shall have the right to terminate this Agreement for its convenience and without cause upon ten (10) days written notice.
- 5.3 Following termination of this Agreement, the parties shall be relieved of all further obligations hereunder except:
- (a) unless the AIRPORT terminates for cause under paragraph 5.1, in which event the AIRPORT shall be under no obligation to make any payments to CONTRACTOR except for those services satisfactorily provided, the AIRPORT shall remain responsible for payments for the services satisfactorily performed and, unless this Agreement is for a lump-sum, expenses of CONTRACTOR reasonably accrued prior to the effective date of the notice of termination in compliance with this Agreement (less the value of any claims of the AIRPORT), all as determined by the AIRPORT in its sole discretion, but for no other amounts, including, without limitation, claims for lost profits on Work not performed; and
  - (b) The CONTRACTOR shall remain liable for any damages, expenses or liabilities arising under this Agreement (including its indemnity obligations) with respect to AIRPORT performed pursuant to the Agreement.

#### **ARTICLE 6 - INSURANCE AND INDEMNIFICATION**

6.1 The CONTRACTOR agrees to indemnify and save the AIRPORT harmless from any and all manner of suits, claims, or demands arising out of any errors, omissions or negligence by CONTRACTOR (including all its employees, agents and independent contractors) in performing the Work, or any breach of the terms of this Agreement by such CONTRACTOR and shall reimburse the AIRPORT for any and all costs, damages and expenses, including reasonable attorney's fees, which the AIRPORT pays or becomes obligated to pay, by reason of such activities, or breach. The provisions of this Section 6.1 shall be in addition to, and shall not be construed as a limitation on, any other legal rights of the AIRPORT with respect to the CONTRACTOR, in connection with this Agreement, and shall survive termination or expiration of this Agreement.

- 6.2 Before commencing work the CONTRACTOR shall obtain and maintain at its expense and from insurance companies of a Best Rating of A or better, which are licensed to do business in the Commonwealth of Massachusetts, insurance as set forth below. If the CONTRACTOR is permitted to sub-contract a material portion of the Work, or is otherwise identifying a third party to perform services for the AIRPORT, the CONTRACTOR shall assure that such sub-contractor or other third party also has such insurance.
- (a) Workers' Compensation, covering the obligations of the CONTRACTOR in accordance with applicable Workers' Compensation or Benefits laws.
  - (b) Commercial General Liability Insurance on an occurrence basis with a combined single limit of not less than \$1 million. Coverage is to include premises and operations, coverage for liability of subcontractors. The policy shall contain an endorsement stating that any aggregate limits will apply separately to the work being performed under this Agreement.
  - (c) Automobile Liability Insurance of not less than \$1 million combined single limit covering owned, hired and non-hired vehicle use.
  - (d) Errors and Omissions Insurance and/or Professional Liability Insurance of not less than \$2 million per claim. The coverage shall be in force from the date of execution of the Agreement to the date when all design and construction work is completed and accepted by the TOWN, unless, however, the policy is a "claims made policy," in which event the policy shall remain effective and in full force for a period of six (6) years after completion of all design and construction work relating to the engagement.
  - (e) Such additional insurance as may be required to be carried by the CONTRACTOR by law.
  - (f) Such additional insurance as the AIRPORT may reasonably require, as set forth on Exhibit A.

CONTRACTOR shall maintain such insurance during the term of Agreement and give the AIRPORT thirty (30) days written notice of any change or cancellation of coverage. Each insurer providing policies hereunder shall waive its rights to subrogate claims against the AIRPORT. The AIRPORT will be added as an additional named insured with respect to each such policy and such endorsement shall be reflected on a Certificate of Insurance to be delivered to the AIRPORT upon the execution of this Agreement and at such times thereafter as the AIRPORT may reasonably request.

## **ARTICLE 7 - GENERAL PROVISIONS**

- 7.1 Upon the expiration or the termination of this Agreement for any reason, all data, drawings, specifications, reports, estimates, summaries and other work product which have been

accumulated, developed or prepared by the CONTRACTOR (whether completed or in process) shall become the property of the AIRPORT upon payment for such to the CONTRACTOR and the CONTRACTOR shall immediately deliver or otherwise make available all such material to the AIRPORT.

- 7.2 Neither party may assign, transfer or otherwise dispose of this Agreement or any of its rights hereunder or otherwise delegate any of its duties hereunder without the prior written consent of the other party, and any such attempted assignment or other disposition without such consent shall be null and void and of no force and effect.
- 7.3 Except as otherwise expressly provided in this Agreement, any decision or action made by the AIRPORT relating to this Agreement, its operation, amendment or termination, shall be made by the Board, Committee or Authority of the AIRPORT specified in the initial paragraph of this Agreement, unless specifically authorized or delegated by a lawful vote of such body.
- 7.4 This Agreement, together with Exhibit A (Contractor, Scope of Work, Term), Exhibit B (Payments), and Exhibit C (Tax Compliance Certificate), and any additional exhibits referred to therein, constitute the entire agreement of AIRPORT and CONTRACTOR with respect to the matters set forth therein and may not be changed, amended, modified or terms waived except by a writing signed by AIRPORT and CONTRACTOR. If there is any conflict among the terms set forth in the body of this Agreement and the terms or provisions set forth in Exhibit A or Exhibit B, or in any other attachment hereto, or in any other document or law incorporated by reference herein, such conflict shall be resolved by giving precedence to the party's address above by certified mail, return receipt requested Terms or provisions contained in the following documents in accordance with the following hierarchy, with the topmost document of the highest priority:
- A. Applicable federal, state and local laws, rules and regulations.
  - B. Amendments to this Agreement, if any.
  - C. Exhibits A and B.
  - D. This Agreement.
  - E. Any other attachments to this Agreement.

To the extent the conflict is not resolved by applying the above hierarchy, the conflict shall be resolved in a manner that results in the highest quantity and best quality of goods and services to the AIRPORT.

- 7.5 This Agreement is governed by the law of The Commonwealth of Massachusetts and shall be construed in accordance therewith. The parties agree that exclusive jurisdiction for any action arising out of or relating to this Agreement shall lie with the state and federal courts having jurisdiction over the county and state in which the Town is located and the parties hereby irrevocably waive, to the fullest extent permitted by law, any objection which they may now or hereafter have to the venue of any proceeding brought



in such location and further irrevocably waive any claims that any such proceeding has been brought in an inconvenient forum.

- 7.6 Any notices required or allowed shall be to the person's address above by certified mail, return receipt requested.
- 7.7 Notwithstanding anything to the contrary in this Agreement, this Agreement is subject to the appropriation and availability of funds.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

NANTUCKET MEMORIAL AIRPORT  
COMMISSION:

\_\_\_\_\_  
Daniel W. Drake, Chairman

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Date:

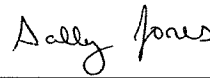
\_\_\_\_\_  
Date:

Funding Org/Obj:  
\_\_\_\_\_

Approved as to Funds Available:

\_\_\_\_\_  
Brian E. Turbitt, Director of Municipal Finance, or  
Bob Dickinson, Assistant Town Accountant

CONTRACTOR: Weston Solutions, Inc.



Digitally signed by Sally  
Jones  
Date: 2020.01.06 15:02:33  
-05'00'

\_\_\_\_\_  
Print Name:

Sally Jones

\_\_\_\_\_  
Title:

Senior Vice President

\_\_\_\_\_  
FEIN:

23-150-1990

\_\_\_\_\_  
Date:

1-6-2020

Purchase Order # \_\_\_\_\_

## **CONTRACT EXHIBIT A**

### **CONTRACTOR, SCOPE OF WORK, TERM**

1. **Name of Contractor:** Weston Solutions, Inc.
2. **State of Incorporation:** Pennsylvania
3. **Principal Office Address:** 1400 Weston Way, West Chester, PA 19380
4. **Description of Services:** Attachment A- Revised Proposal
5. **Person, Department, or Committee, if any, to whom CONTRACTOR reports (§ 2.2):** Noah Karberg
6. **Term of Agreement (§3.1):** 3 years
7. **Completion Date (§3.2):** December 31, 2022
8. **Additional Insurance Coverage (§6.2(e)):** None

## **AGREEMENT EXHIBIT B**

### **PAYMENTS**

1. Lump Sum Method
  - a. **Maximum Project Amount:** \$53,650.31
  - b. **Payment Increments:** CONTRACTOR shall submit monthly invoices based on a percentage of work complete work as delineated in a progress report accompanying each invoice for approval and processing by the AIRPORT.
  - c. **Reimbursable Expenses** (if any): None.

**TAX COMPLIANCE CERTIFICATION  
EXHIBIT C**

Pursuant to M.G.L. 62C, Sec.49A, the undersigned certifies under the penalties of perjury that it, to the best knowledge and belief of management, has filed all state tax returns and paid all state taxes required under law (if any, are so required).

By: Sally Jones

Sally Jones, Senior Vice President

Name, ~~President~~

1-6-2020

Date

23-150-1990

FEIN:

## CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Sally Jones  
Signature of person signing contract

Weston Solutions, Inc.  
Name of Business



Weston Solutions, Inc.  
43 N. Main Street  
Concord, New Hampshire 03301  
603-656-5400 • Fax 656-5401  
www.westonsolutions.com

20 December 2019

Mr. Thomas M. Rafter  
Airport Manager Nantucket Memorial Airport  
14 Airport Road  
Nantucket, MA 02554

**Subject:** Revised Proposal: Nantucket Memorial Airport (ACK), Environmental Consulting Services - Site Assessment for Per- and Polyfluoroalkyl Substances

**Submitted via email to:** Thomas Rafter (trafter@nantucketairport.com)

Dear Mr. Rafter:

Weston Solutions, Inc. (WESTON®) is pleased to submit this revised proposal to support Nantucket Memorial Airport (ACK) for environmental services related to site-wide assessment for Per- and Polyfluoroalkyl Substances (PFAS) in groundwater and drinking water. This proposal reflects changes to the proposed sampling plan logistics as a result of the Notice of Response Action issued to ACK on 6 December 2019 by the Massachusetts Department of Environmental Services (MassDEP) and supersedes the proposal submitted to ACK on 26 July 2019.

In May 2016 following toxicity studies, the United States Environmental Protection Agency (EPA) issued a lifetime drinking water Health Advisory level of 0.07 micrograms per liter for perfluorooctanoic acid (PFOA) and perfluorooctane sulfonic acid (PFOS), two individual PFAS. Subsequently, ACK determined that there may have been a potential release of PFAS on their facility based on historical firefighting drills and annual training exercises with the use of aqueous film forming foam (AFFF) likely to contain PFAS compounds. In March 2019, ACK received a letter from the Massachusetts Department of Environmental Protection (MassDEP) requesting additional information regarding the facilities past and current use of AFFF. On 2 April 2019, ACK provided a response to MassDEP confirming use of PFAS-containing AFFF at the airport and provided related backup information on historical use and locations. Since then, ACK met proactively with MassDEP on 17 May 2019, to discuss and agree upon a path forward to assess for potential PFAS impacts to the subsurface resulting from past activities at the airport.

WESTON has developed this revised Scope of Work and pricing to support the assessment for the presence of PFAS compounds in groundwater and drinking water that may pose potential risks to receptors at the ACK installation and surrounding area.

## SCOPE OF WORK

Our proposed approach for the requested site assessment is to evaluate the potential presence of PFAS compounds in groundwater that may pose potential risks to receptors both on- and off-site. To accommodate the seasonal housing located downgradient of the airport, WESTON proposes completing the required tasks in phases. Work will be sequenced to include one round of on-site groundwater sampling, sampling of the drinking water supply at the ACK-owned seasonal residence, and any other drinking water supplies from downgradient residences that grant access. The second round of sampling will include a second mobilization (not originally scoped in July 2019) for collection of the remainder of drinking water supply wells not sampled previously. These tasks are discussed in detail below.





Mr. Tom Rafter, Airport Manager  
Nantucket Memorial Airport

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20 December 2019

## **Task 1 Health and Safety, Site Visit, and Planning**

WESTON will conduct a site visit at ACK to understand and assess current site conditions and activities at the site and to address any challenges involved with the PFAS investigation. Well conditions will be evaluated and necessary measures required to ensure collection of representative data will be completed during the site visit. Such work may include well redevelopment, tubing installation or replacement, etc. It is assumed that the majority of the access agreements will be completed in the existing purchase order (ACK PO number 20002591).

## **Task 2 Groundwater and Drinking Water Sampling and Analysis**

Sampling of up to six groundwater monitoring wells for PFAS analysis will be conducted via a standard low-flow methodology modified with a maximum purge time of 2 hours. All groundwater samples will be collected using peristaltic pumps with dedicated high-density polyethylene tubing following low-flow or modified low-flow sampling techniques, and in accordance with the *Interim Guidance on Sampling and Analysis for PFAS at Disposal Sites Regulated under the Massachusetts Contingency Plan* dated 19 June 2018. Additionally, up to one trip blank, one duplicate, one field blank, and one equipment blank will be collected for quality control purposes.

WESTON will conduct one round of drinking water supply sampling for PFAS at the ACK-owned seasonal residence and as many of the remaining 23 residential properties located downgradient of the airport as are occupied, have granted access, and are able to be sampled at the time of the sampling event. Because the exact number of off-site residences to be sampled at this time is not currently known, budget has been included for up to eight homes including the ACK property assuming 25 percent are occupied and/or accessible at the time of the sampling event.

Drinking water supply sampling procedure will include a brief purging of water from the water supply well via an unfiltered inside tap or exterior water spigot. If the water supply well is treated by any kind of filtration or esthetic improvement mechanisms (i.e., sediment filter, water softener, reverse osmosis filtration, etc.), WESTON will collect samples from the point at which the water enters the residence and prior to such filtration if a sampling port location is present. Quality control samples will include one trip blank and one duplicate.

Upon purging of the potable water supply or stabilization of groundwater parameters, as applicable, drinking water and groundwater samples will be collected into the appropriate, pre-preserved (as appropriate), laboratory-provided containers, packed in a cooler in ice with a trip blank and temperature blank, and submitted under standard chain-of-custody procedures to Eurofins Lancaster Laboratory Environmental (ELLE), an accredited MassDEP laboratory. Groundwater samples will be analyzed for PFAS using EPA Method 537 Version 1.1 Modified. Drinking water samples will be analyzed for PFAS using EPA Method 537 Version 1.1.

### ***Reporting – Groundwater/Drinking Water***

Upon receipt of the laboratory analytical data, WESTON will prepare a summary letter for each resident detailing the analytical results. The letters will include a brief narrative that identifies the date and time of sample collection, a list of any PFAS detected in the water sample, PFAS concentrations, a comparison of the concentrations to the applicable standards, and a phone number to call for more information regarding possible health effects and recommendations on water usage. This effort represents a change from the July 2019 proposal. In addition, a brief groundwater data submittal will be provided to ACK promptly upon receipt of the laboratory analytical data. Budget assumes eight residential summary letters will be prepared.



Mr. Tom Rafter, Airport Manager  
Nantucket Memorial Airport

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20 December 2019

### **Task 3      Drinking Water Sampling and Analysis**

WESTON will complete a second event to collect samples from the remaining drinking water supplies located downgradient of ACK. For budgeting purposes, it is assumed that the remaining 16 drinking water wells (excluding the ACK-owned seasonal residence and 7 additional residences sampled in Task 2) will be sampled during this event. Weston assumes this second mobilization will capture the remaining residents not sampled under Task 2 and those remaining residents will be available during the same calendar day of this second mobilization. No additional mobilizations are included for residents not available during the field events described in Tasks 1 and 2.

Drinking water supply sampling procedure will include a brief purging of water from the water supply well via an unfiltered inside tap or exterior water spigot. If the water supply well is treated by any kind of filtration or esthetic improvement mechanisms (i.e., sediment filter, water softener, reverse osmosis filtration, etc.), WESTON will collect samples from the point at which the water enters the residence and prior to such filtration if a sampling port location is present. Quality control samples will include one trip blank and one duplicate.

Upon purging of the potable water supply, drinking water will be collected into the appropriate, pre-preserved, laboratory-provided containers, packed in a cooler in ice with a trip blank and temperature blank, and submitted under standard chain-of-custody procedures to ELLE, an accredited MassDEP laboratory. Drinking water samples will be analyzed for PFAS using EPA Method 537 Version 1.1.

#### ***Reporting – Drinking Water***

Upon receipt of the laboratory analytical data, WESTON will prepare a summary letter for each of the 16 residents detailing the analytical results. The letters will include a brief narrative that identifies the date and time of sample collection, a list of any PFAS detected in the water sample, PFAS concentrations, a comparison of the concentrations to the applicable standards, and a phone number to call for more information regarding possible health effects and recommendations on water usage. Copies of the letters will be provided to ACK; however, a separate data submittal is not included for this task. This effort represents a change from the July 2019 proposal.

### **Task 4      Project Management, Meetings, and Data Review**

Senior WESTON personnel will manage all field, analytical, and reporting activities involved in this project. All technical aspects of the project will be performed in accordance with WESTON's Standard Operating Procedures, and each phase of the project will be directed by a WESTON Project Manager (PM). The PM will be responsible for providing updates to ACK regarding the field activities, analytical results, scheduling, and budget. All deliverables will be submitted in electronic format. Budget includes ongoing environmental consulting related to the PFAS issues at ACK and for one on-site meeting attended by the PM and Licensed Site Professional.





Mr. Tom Rafter, Airport Manager  
Nantucket Memorial Airport

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20 December 2019

A Cost Summary is included (**Attachment 1**). Cost backup by task is included in **Attachment 2**. The ELLE quote listing pricing and services is included in **Attachment 3**. The General Terms and Conditions (**Attachment 4**) have remained unchanged. If you have any question or comments, please do not hesitate to contact me at (603) 656-5457.

Very truly yours,

WESTON SOLUTIONS, INC.

A handwritten signature in black ink that reads "Lisa Kammer". The signature is written in a cursive, flowing style.

Lisa Kammer, P.G.  
Principal Project Geoscientist

LLK/crk/mrk:KMC

Attachments

ec: N. Karberg, (Nantucket Memorial Airport)  
K. Pereles (Nantucket Memorial Airport)  
C. Kane, (WESTON)  
Jim Soukup, LSP (WESTON)  
Todd Walles, CSM (WESTON)  
Bryan Peachey, Ops Manager (WESTON)  
Project File



Mr. Tom Rafter, Airport Manager  
Nantucket Memorial Airport

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20 December 2019

### **ATTACHMENT 1 COST SUMMARY**

Task No. 1: Office, Health and Safety, Site Visit, and Planning	\$8,038.00
Task No. 2: Groundwater and Drinking Water Sampling	\$19,032.44
Task No. 3: Drinking Water Sampling and Analysis	\$14,955.46
Task No. 4: Consulting, Project Management, Data Review	\$11,624.42
<b>TOTAL:</b>	<b>\$53,650.31</b>

### **SCHEDULE**

WESTON will schedule the work as soon as authorization is received.

### **ADDITIONAL SERVICES/LIMITATIONS**

#### *On-going Services*

It is within our best intentions to complete the outlined Scope of Work in accordance with the Cost Proposal provided; however, sometimes unforeseen circumstances prompt the necessity to extend the services rendered. WESTON will not proceed beyond the scope of services unless direction from an authorized ACK Manager is received. This would include additional meetings, corresponding with residents/homeowners of potable drinking water samples, conference calls, and/or exceptions listed in the Eurofins Lancaster Laboratory quote. The pricing backup is provided for informational purposes to illustrate the level of effort included. In the event the services can be completed in a single day without an overnight stay, pricing will be revised accordingly.

### **RATE SUMMARY-2020 SCHEDULE OF STANDARD FEES**

The rates are provided as backup to support the Firm Fixed Pricing (FFP) per **Attachment 2** and will apply to all services included in this Statement of Work if Additional Services are required as stated above. Invoicing to be based on the FFP. It is assumed that the WESTON General Terms and Conditions (**Attachment 4**) will remain the same.

Please sign below to accept this Agreement and send us a copy. If you have any questions, please contact us. Thank you for allowing us the opportunity to provide this proposal.

### **Proposal Accepted by:**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Weston Solutions, Inc  
43 North Main Street  
Concord, NH 03301  
Phone: 603-656-5400

ATTACHMENT 2



**COST SUMMARY (Estimated Probable Costs)**

Project Title: Nantucket Memorial Airport  
Project Location: Nantucket, Massachusetts

Client / Contract:  
Date Prepared

NMA  
20-Dec-19

Task No. 1: Office, Administration, Health and Safety, Site Visit, & Plans

LABOR CATEGORY	QTY	UOM	UNIT RATE	Total Cost
<b>Home Office- Office, HASP, Site Visit, and Plans</b>				
LSP	2.00	HR	\$185.00	\$370.00
Project Management/Sr PFAS Leader	12.00	HR	\$160.00	\$1,920.00
Junior Level Staff	20.00	HR	\$85.00	\$1,700.00
Senior Level Staff	32.00	HR	\$114.00	\$3,648.00
Administrative	5.00	HR	\$80.00	\$400.00
<b>TOTAL LABOR</b>	<b>71.0</b>			<b>\$8,038.00</b>
<b>TRAVEL</b>				
POV Mileage	302.00	MI	\$0.65	\$196.18
Parking (Hyannis)	1.00	DY	\$19.04	\$19.04
Ferry (Hyline-RT)	1.00	LS	\$86.24	\$86.24
Rental Car - Windmill Auto Rental + fuel	1.00	DY	\$140.00	\$140.00
FY 2020 GSA-MI&E	1.00	DY	\$74.00	\$74.00
<b>TRAVEL TOTAL</b>				<b>\$515.46</b>
<b>TOTAL COST</b>				<b>\$8,038.00</b>

Weston Solutions, Inc  
43 North Main Street  
Concord, NH 03301  
Phone: 603-656-5428

ATTACHMENT 2



**COST SUMMARY (Estimated Probable Costs)**

Project Title: Nantucket Memorial Airport  
Project Location: Nantucket, Massachusetts

Client / Contract: NMA  
Date Prepared: 20-Dec-19

Task No. 2: Groundwater and Drinking Water Sampling, Analysis, and Reporting

LABOR CATEGORY	QTY	UOM	UNIT RATE	Total Cost
<b>Sampling &amp; Reporting (up to 6 GW and 8 DW locations)</b>				
Senior Level Staff	44.00	HR	\$114.00	\$5,016.00
Junior Level Staff	48.00	HR	\$85.00	\$4,080.00
Administrative	4.00	HR	\$80.00	\$320.00
<b>TOTAL LABOR</b>	<b>96.0</b>			<b>\$9,416.00</b>
<b>EXTERNAL EXPENSE (equipment /materials)</b>				
Peristaltic pump + battery	2.00	EA	\$26.04	\$52.08
Water level	2.00	EA	\$26.04	\$52.08
YSI	2.00	EA	\$99.12	\$198.24
Turbidity meter	2.00	EA	\$26.04	\$52.08
Tubing 1-500 ft roll 0.17x0.25 HDPE	1.00	EA	\$157.14	\$157.14
fire extinguisher 10 lbs	3.00	DY	\$5.60	\$16.80
first aid W/ bbp kit	3.00	DY	\$4.48	\$13.44
Supplies	2.00	DY	\$84.00	\$168.00
Shipping	1.00	LS	\$168.00	\$168.00
<b>TOTAL EXTERNALS</b>				<b>\$877.86</b>
<b>TRAVEL (2 people/1 vehicle)</b>				
POV Mileage	302.00	MI	\$0.65	\$196.18
Parking (Hyannis)	3.00	DY	\$19.04	\$57.12
Ferry (Hyline-RT)	2.00	LS	\$86.24	\$172.48
Rental Car - Windmill Auto Rental + fuel	3.00	DY	\$140.00	\$420.00
FY 2020 GSA-MI&E	6.00	DY	\$74.00	\$444.00
Lodging	4.00	DY	\$325.00	\$1,300.00
<b>TRAVEL TOTAL</b>				<b>\$2,589.78</b>
<b>LABORATORY ANALYTICAL</b>				
PFAS 36 Cpds by EPA Method 537 Version 1.1 Modified (groundwater)	10.00	LS	\$336.00	\$3,360
PFAS 14 Cpds by EPA Method 537 Version 1.1 (drinking water)	10.00	LS	\$246.40	\$2,464
PFAS Instrumentation Cleaning Fee (contingency)	1.00	LS	\$280.00	\$280
PFAS-free DI water	2.00	LS	\$22.40	\$45
<b>LABORATORY ANALYTICAL</b>				<b>\$6,148.80</b>
<b>TOTAL COST</b>				<b>\$19,032.44</b>



Weston Solutions, Inc  
43 North Main Street  
Concord, NH 03301  
Phone: 603-656-5428

ATTACHMENT 2



**COST SUMMARY (Estimated Probable Costs)**

Project Title: Nantucket Memorial Airport  
Project Location: Nantucket, Massachusetts

Client / Contract:  
Date Prepared

NMA  
20-Dec-19

**Task No. 3: Drinking Water Sampling and Analysis and Reporting**

LABOR CATEGORY	QTY	UOM	UNIT RATE	Total Cost
<b>Drinking Water Sampling &amp; Reporting</b>				
Senior Level Staff	38.00	HR	\$114.00	\$4,332.00
Junior Level Staff	46.00	HR	\$85.00	\$3,910.00
Administrative	4.00	HR	\$80.00	\$320.00
<b>TOTAL LABOR</b>	<b>88.0</b>			<b>\$8,562.00</b>
<b>TRAVEL (2 people/1 vehicle)</b>				
POV Mileage	302.00	MI	\$0.65	\$196.18
Parking (Hyannis)	2.00	DY	\$28.00	\$56.00
Ferry (Hyline-RT)	2.00	LS	\$86.24	\$172.48
Rental Car - Windmill Auto Rental + fuel	2.00	DY	\$201.60	\$403.20
FY 2020 GSA-MI&E	2.00	DY	\$74.00	\$148.00
Lodging	2.00	DY	\$340.00	\$680.00
<b>TRAVEL TOTAL</b>				<b>\$1,655.86</b>
<b>LABORATORY ANALYTICAL</b>				
PFAS 14 Cpds by EPA Method 537 Version 1.1 (drinking water)	18.00	LS	\$246.40	\$4,435
PFAS Instrumentation Cleaning Fee (contingency)	1.00	LS	\$280.00	\$280
PFAS-free DI water	1.00	LS	\$22.40	\$22
<b>LABORATORY ANALYTICAL</b>				<b>\$4,737.60</b>
<b>TOTAL COST</b>				<b>\$14,955.46</b>

Weston Solutions, Inc  
43 North Main Street  
Concord, NH 03301  
Phone: 603-656-5400

ATTACHMENT 2



**COST SUMMARY (Estimated Probable Costs)**

Project Title: Nantucket Memorial Airport  
Project Location: Nantucket, Massachusetts

Client / Contract:  
Date Prepared

NMA  
20-Dec-19

**Task No. 4: Meetings/Project Management/Data Review**

LABOR CATEGORY	QTY	UOM	UNIT RATE	Total Cost
Home Office- PM, Data Management, LSP, Meetings				
LSP	16.00	HR	\$185.00	\$2,960.00
Project Management/Sr PFAS Leader	42.00	HR	\$160.00	\$6,720.00
Financial Analyst	9.00	HR	\$94.00	\$846.00
Administrative	8.00	HR	\$80.00	\$640.00
<b>TOTAL LABOR</b>	<b>75.0</b>			<b>\$11,166.00</b>
TRAVEL				
POV Mileage	302.00	MI	\$0.65	\$196.18
Parking (Hyannis)	1.00	DY	\$28.00	\$28.00
Ferry (Hyline-RT)	1.00	LS	\$86.24	\$86.24
FY 2020 GSA-MI&E	2.00	DY	\$74.00	\$148.00
<b>TRAVEL TOTAL</b>				<b>\$458.42</b>
<b>TOTAL COST</b>				<b>\$11,624.42</b>



Lancaster Laboratories  
Environmental

06/11/2019 **Revised 7/16/19: Revised 12/18/2019**

Sent via e-mail

Ms. Lisa Kammerl  
Weston Solutions, Inc. (A#31222)  
43 N Main Street  
Concord, NH 03301

Subject: Quotation 221624 for PFAS at FAA Nantucket, MA

Dear Lisa:

Thank you for the opportunity to provide this quotation for analytical testing services for PFAS testing at FAA, Nantucket, MA. Our quotation includes pricing and all relevant information regarding our accreditation status, technical details, turnaround time, deliverables, and a copy of our General Provisions.

Eurofins Lancaster Labs Environmental (ELLE) is the largest single-site laboratory in the U.S. located on our 500,000 sq ft, 47 acre campus. We are accredited by NELAP, DOD, and 40 states and are dedicated to providing the highest data quality available in the industry.

Our team offers you the following advantages in order to make your project a success:

**Capacity** unrivaled in the industry. Offering you more analysis methods and data deliverable options at one location than an other facility, eliminating the need for multiple facilities. We're staffed on weekends and multiple shifts to meet your standard and rush TAT needs, and also offer 24/7 sample receipt.

**myEOL.com** provides web access to your data including analysis reports, COCs, data packages, EDDs, and exportable data tables as well as the ability to compare your data to regulatory limits.

**Project Management** dedicated to your project that supports sample container orders, project setup, and continuous monitoring of your project in the laboratory. Our staff is experienced and trained in laboratory operations, regulations, and State requirements.

**PFAS, Dioxins/Furans, and PCB Congener** analysis provided in our facility eliminating the need to use multiple labs.

In the absence of an existing contract, a site specific QAPP or Statement of Work, ELLE will follow the terms in our General Provisions and the method procedures and reporting limits as outlined in our Standard Operating Procedures.

We look forward to working with you on this project. If you have any questions about our quotation or would like to request additional information about Eurofins Lancaster Laboratories Environmental, LLC please contact me at (717) 209-1438 or JaneHuber@eurofinsUS.com.

Sincerely,

Jane D Huber  
Account Manager

Enclosures





**Lancaster Laboratories  
Environmental**

Ms. Lisa Kammer  
Weston Solutions, Inc. (A# 31222)  
43 N Main Street  
Concord, NH 03301  
603-656-5457  
lisa.kammer@westonsolutions.com

Quote #: 221624A  
Account Mgr: Jane Huber  
(717) 209-1438  
JaneHuber@eurofinsUS.com  
Project Mgr: Elizabeth Bauer  
(717) 556-7290  
ElizabethMBauer@eurofinsus.com  
Prepared On: 06/11/2019 **Revised 7/16/19; 12/18/19**  
Expires: 06/30/2020  
Prepared By: Marianne Bragg

**Project Requirements:**

Project Name: FAA Nantucket, MA  
Accreditations: DOD/NELAC/MA  
Electronic Deliverable: Envirodata or SEDD  
Data Package: Level 4  
Detection Limits: ELLE 's standard limits  
Minimum Login Charge: N/A

**Testing non-potable water per DOD QSM 5.1**

Analysis Name	Method Name	Qty	Cat #	Unit Cost
PFAS 24 Cpds QSM 5.1	EPA 537 mod QSM 5.1 table B-15	1	14434	\$245.00
PFAS 36 Cpds QSM 5.1	EPA 537 mod QSM 5.1 table B-15	1	14434	\$305.00

**Testing non-potable water per EPA method**

Analysis Name	Method Name	Qty	Cat #	Unit Cost
PFAS 24 Cpds	EPA 537 Version 1.1 Modified	1	14473	\$240.00
PFAS 36 Cpds	EPA 537 Version 1.1 Modified	1	14473	\$300.00

**Added July 16, 2019**

**Testing Potable Water for the 14 Compounds in the Method**

Analysis Name	Method Name	Qty	Cat #	Unit Cost
PFAS in potable water - 14 Cpds	EPA 537 Version 1.1	1	14070	\$220.00

**Bottles / Shipping Comments**

Sample containers, coolers and chain of custody forms are provided at no additional cost.  
We will provide PFAS-free plastic (polyethylene) containers with Teflon lining-free lids for PFAS testing.  
Please provide 5 days notice when requesting sample container/collection kit delivery.  
Sample containers will be delivered by Fed Ex Ground shipping service.  
If Fed Ex overnight shipping is required to meet requested delivery deadlines, shipping costs may be billable or covered by client.

Laboratory water is tested and confirmed to be PFAS analyte-free. We provide PFAS-free deionized water for field and equipment blanks at no additional cost. If you need DI water above and beyond the needs of field and equipment blanks we can provide that for \$20 per liter bottle.

ELLE will cover the cost to ship samples to the lab for testing.





**Lancaster Laboratories  
Environmental**

Ms. Lisa Kammer  
Weston Solutions, Inc. (A# 31222)  
43 N Main Street  
Concord, NH 03301  
603-656-5457  
lisa.kammer@westonsolutions.com

Quote #: 221624A  
Account Mgr: Jane Huber  
(717) 209-1438  
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Project Mgr: Elizabeth Bauer  
(717) 556-7290  
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Prepared On: 06/11/2019 Revised 7/16/19; 12/18/19  
Expires: 06/30/2020  
Prepared By: Marianne Bragg

**Certification / Accreditation Status**

ELLE is DOD and NELAP accredited for the parameters quoted above for which certification is offered.  
MA does not offer certification for PFAS in non-potable water.

**QC Samples**

Analysis of Site specific QC (MS/MSD) will be analyzed at no cost.  
Analysis of Field QC such as Field Blanks, Equipment Blanks, and/or Rinse Blanks are billable at the unit rates quoted.

If the scope of work requires site-specific Matrix Spike/Matrix Spike Duplicates (MS/MSD), triplicate volume must be submitted and indicated as QC samples on the Chain-of-Custody. Unless sufficient volume is submitted to perform an MS/MSD for each analytical batch, a Laboratory Control Spike/ Laboratory Control Spike Duplicate (LCS/LCSD) will be performed to demonstrate precision and accuracy at a batch level.

**Technical / Other**

Please inform your project or account manager of samples with known or expected high PFAS values. This will enable us to avoid possible instrument downtime due to carryover. If samples with high PFC levels result in the need for extensive instrument cleanup a charge of \$250 will be incurred.

The prices quoted above are for drinking water, ground water, waste water, and/or soil matrices. Matrices such as IDW or solvent waste will be charged an additional \$20 per sample.

**TAT / Deliverables**

Results will be provided in 10 business days by email, or can be accessed via myEOL, our internet data access site.

Rush service may be available upon request and must be approved and scheduled in advance. Surcharges for rush turnaround time service will apply as follows:

1 business day	200%
2 business days	150%
3 business days	100%
4 business days	50%
5 business days	25%



**Lancaster Laboratories  
Environmental**

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Prepared By: Marianne Bragg

For real-time, 24/7 data accessibility consider signing up to use myEOL, our fully secure, SSL encrypted on-line data access portal. A user ID and Password will be provided for quick and easy access to your project files. In addition to analysis data (updated every 15 minutes) you can access final analytical reports, Data Packages, EDDs, Invoices, Chains of Custody, Sample Receipt Documentation Logs, and more. Data can be downloaded into a spreadsheet or CSV file. Ask your Client Service Representative to enroll you today.

If a Level 4 Deliverable is required, it will be available on myEOL in 15 business days.

Unless agreed in writing prior to sample receipt, the attached General Terms of Sale apply to this sample submittal.

**Client Signature:**

**Purchase Order:**



**General Provisions** (These provisions apply unless alternate provisions have been agreed to by both parties)

<b>Purchase Orders and Contract Terms</b>	A valid purchase order is required with all sample submissions. Unless otherwise agreed in writing by both parties, submitting samples for testing services constitutes acceptance of the Eurofins Lancaster Laboratories Environmental, LLC Standard Terms and Conditions. Eurofins Lancaster Laboratories Environmental, LLC standard payment terms are NET 30 Days.
<b>Quoted Fees</b>	Unless the fees quoted are based on contractually agreed upon rates, the fees provided in this quotation are subject to revision if the size and scope of the project differs from what was originally presented to us at the time of the quote request. We reserve the right to modify our fees if there is a significant reduction in the number of samples and/or tests performed or if samples require additional preparation work in order to successfully perform the test or meet specifications.
<b>Reporting Format (MDL/LOQ)</b>	Eurofins Lancaster Laboratories Environmental, LLC's default reporting format is to report to our MDL (Method Detection Limit). For data reported to the MDL, our standard protocol is to qualify any detections between the MDL and LOQ with a "J" on your analysis report. Please contact your project manager if you require the lab to report to the LOQ (Limit of Quantitation).
<b>Data Deliverables</b>	<p><u>Standard Analysis Reports</u> include a Quality Control (QC) Summary, Lab Sample Analysis Record, and your chain of custody (COC).</p> <p><u>Full Data Package (Level IV or non-CLP Validation Package)</u> includes Standard Analysis Reports plus a case narrative, sample, standards, and QC raw data as well as QC and data summary forms required for data validation.</p> <p><u>Reduced Data Packages</u> - includes Standard Analysis Reports, a Case Narrative, QC Summary forms, Sample Prep and Run Logs, and Raw Data for GC and GC/MS analyses.</p> <p><u>State-Specific Deliverables</u> including New Jersey Reduced or Regulatory, New York ASP-A or ASP-B, Texas TRRP-13, Massachusetts MA MCP, Connecticut CT RCP, and other formats are also available.</p> <p>Hard copy (paper) data packages are not routinely provided. If a paper copy is requested, additional fees will apply.</p>
<b>Turnaround Time (TAT)</b>	Standard Analysis Reports are provided via email in PDF with your COC within 10-15 business days depending on the analyses requested. Samples put on hold or sequential analyses will lengthen the TAT, and may also require rush surcharges if less than half of the holding time remains when notification to proceed with testing is given.
<b>Bottle Orders/Shipping</b>	Unless otherwise agreed or presented in this quotation, Eurofins Lancaster Laboratories Environmental, LLC requires at least 5 business days notice to prepare and ship your sample containers. We will provide shipping of the containers to you via Federal Express Ground service at no charge. Shipping of the containers back to the lab is the client's responsibility. Returned coolers and containers that are not used for sampling may be charged to the client. Eurofins Lancaster Laboratories Environmental, LLC covers shipping costs to the 48 contiguous states, excluding AK, HI, PR, and international shipping. ELLE will provide adequate sample containers, coolers, and packing materials for your project. Fees for extra supplies and the associated shipping costs will depend upon your project needs. Additional fees will apply for unused or returned sampling supplies.
<b>Sample Receiving</b>	Eurofins Lancaster Laboratories Environmental, LLC can receive samples 24/7. Samples will be logged in our LIMS the same day received except on Sundays, major holidays, or if discrepancies exist between samples and the chain of custody.
<b>Hazardous Sample Communications</b>	The client is responsible for communicating to the laboratory any known or suspected hazardous characteristics of the samples they intend to submit. This information should be provided in advance if available or with the samples as documentation on the Chain of Custody form. Please submit all relevant Safety Data Sheets (SDS) with each sample shipment.
<b>Sample Receipt Notification</b>	Upon receipt of samples at our lab, we will review the COC, measure and record the temperature, and contact you if there are sample discrepancies. You can view your sample information including the sample ID, tests to be performed, etc. via our web site at <a href="http://www.Eurofinsus.com/LancLabServ">www.Eurofinsus.com/LancLabServ</a> . Contact your Project Manager to receive an electronic Sample Acknowledgement with the sample ID, tests to be performed, COC, and sample receipt log.
<b>Quality Control Samples</b>	Eurofins Lancaster Laboratories Environmental, LLC will analyze and evaluate the required method quality control samples at no charge. If your project requires analysis of site-specific MS/MSD or Field QC (trip blanks, field blanks, field duplicates, equipment blanks, etc.), they are billable at the unit rates presented in the quotation.
<b>Safe and Environmentally Responsible Waste Management (SERWM)</b>	A fee, notated as Safe and Environmentally Responsible Waste Management (SERWM), will be applied to all invoices for each sample processed by the laboratory.
<b>Minimum Charge per Sample Group</b>	Eurofins Lancaster Laboratories Environmental, LLC reserves the right to charge a minimum \$150 per sample group submitted to the lab.
<b>Hold Analyses</b>	Any samples received at the lab but not analyzed will be invoiced at \$25 per sample.
<b>Sample Storage/Disposal</b>	We will hold your unused sample portions for 7 days past the date the analysis report is issued and, unless your samples need special handling, we will dispose of them following applicable regulations including but not limited to CFR, DOT, and USDA. All unused sample portions, bottles, labels, etc. are incinerated.
<b>Data Storage</b>	Analysis reports and all supporting documentation including instrument printouts, raw data, and summary forms are stored for a minimum of 5 years.



## General T&C

### 1. Area of Application

1.1 All Orders accepted by "Eurofins Lancaster Laboratories Environmental, LLC or any of its subsidiaries or affiliates" (collectively, "ELLE") will be governed by these General Terms and Conditions of Sales (the "Terms and Conditions"), including orders placed by telephone which have not been confirmed in writing and orders made by delivery of samples. A contract with these Terms and Conditions comes into being when an order that has been placed with ELLE is accepted by ELLE. An order placed with ELLE is considered as accepted by ELLE when (a) ELLE proceeds to fulfill that order, without need for any written confirmation from ELLE or (b) ELLE accepts the order in writing.

If ELLE and Customer have an existing Services Agreement in place (i.e., Master Service Agreement, Laboratory Service Agreement or Environmental Service Agreement), that Agreement will constitute the entire agreement between the parties and any additional or conflicting terms and conditions are null and void.

1.2 These Terms and Conditions supersede and replace all prior verbal or written price quotations and agreements between the parties and, unless specifically indicated otherwise therein, take precedence over all conflicting or inconsistent provisions of subsequent written agreements between the parties. Only the chairman or president (collectively, "officer") has the authority to alter or waive any of these Terms and Conditions or to make any representation which conflicts with or purports to override any of these Terms and Conditions; and no such alteration, waiver or representation shall be binding upon ELLE, unless it is in writing and signed by an officer of ELLE.

### 2. Placement of Order

2.1 A customer's order will be valid only if it is sent by mail or fax or other electronic message on letterhead of the customer or by using ELLE approved sample dispatch sheets or electronic order forms and the commercial aspects of the order which are not specifically set out in these Terms and Conditions (including price, estimated turnaround times and delivery date) must be agreed at the time of the order. The customer must confirm in writing orders given by telephone immediately after they are made and will be deemed to have placed an order if the customer sends samples to ELLE quoting the customer reference. ELLE is not obligated to start any analytical work unless the order is clear and it has been provided all required information.

2.2 Unless specifically accepted in writing and signed by an officer of ELLE, any terms proposed or submitted by a customer at any time (including, but not limited to, terms or provisions in the customer's purchase order, instructions or other document) which differ from these Terms and Conditions are rejected as a material alteration of these Terms and Conditions and shall be of no force or effect. Furthermore, special terms or conditions of prior orders, including special pricing, will not automatically apply to subsequent orders. Each order accepted by ELLE will be treated as a separate contract between ELLE and the customer.

2.3 A request for additional services on samples that have entered the laboratory will be treated as a new order and may postpone estimated delivery date accordingly.

### 3. Price and Terms of Payment

3.1 If the acknowledgment of an order does not state otherwise, ELLE's prices apply. Any additional cost or disbursement (e.g., incurred by ELLE in connection with the order) must be paid by the customer.

3.2 Prices are exclusive of all applicable taxes (including sales, use and VAT) and are based on tariffs in force at the day of the remittance of the offer to the customer. Applicable taxes are those in force at the date of invoicing.

3.3 Unless specifically agreed otherwise by ELLE in its acceptance of an order, payment of all invoices is due strictly within 30 days of the invoice date. Any dispute about invoices must be raised within 30 days of the invoice date. The challenge of an analytical result will not entitle a customer to defer payment. Any invoice which remains outstanding after due date, may be additionally charged with an administrative penalty of seventy-five dollars (\$75) and may carry interest at the rate of one percent (1%) per month or the maximum interest rate permitted by applicable law, whichever is lower.

3.4 ELLE has the right to charge an administrative fee of up to fifteen dollars (\$15) to re-issue an invoice.

3.5 The invoice settlement method is check, bank transfer or direct debit. Any other method of payment must receive prior agreement from ELLE. The customer undertakes to provide bank account details.

3.6 ELLE is entitled to require payment of up to 100% of the quoted order price as a condition of acceptance.

### 4. Duties of Customer in Delivering Samples or Materials

4.1 The samples or materials must be in a condition that makes the preparation of reports/analyses or the production of ordered products possible without difficulty. ELLE is entitled to conduct an initial examination of the samples or materials to check their condition before processing the samples, drawing up a report or using them in production. The customer shall bear the costs of this initial examination, if the samples or materials do not comply with the requirements described in this clause 4.1. If the result of the initial examination is that an analysis or production is impossible or is possible only under more difficult conditions than originally anticipated—for example, because the samples or materials have been interspersed with foreign materials or substances that were not reported by the customer or are degraded—ELLE shall be entitled to terminate or interrupt the order and the customer shall bear costs incurred by ELLE to that point.

4.2 The customer must ensure, and hereby warrants, that no sample poses any danger, including on its site, during transportation, in the laboratory or otherwise to ELLE premises, instruments, personnel or representatives. It is the customer's responsibility to ensure compliance with hazardous waste regulations, including regarding information, transportation and disposal and to inform ELLE personnel or representatives about sample health and safety concerns, including any known or suspected toxic or other contaminant that may be present in the sample and its likely level of contamination as well as the risks to ELLE premises, instruments, personnel and representatives related to the contamination. The customer shall be responsible for, and indemnifies ELLE against, all costs, damages, liabilities and injuries that may be caused to or incurred by ELLE or its personnel or representatives including on the sampling site, during the transportation or in the laboratory by the customer's sample or by sampling site conditions. The customer shall bear all extraordinary costs for adequate disposal of hazardous waste resulting from the sample, whether or not described as hazardous waste. At ELLE's request, the customer must provide ELLE with the exact composition of the samples.

### 5. Property Rights on Sample Material and Sample Storage

5.1 All samples become the property of ELLE to the extent necessary for the performance of the order.

5.2 ELLE can dispose of or destroy samples immediately after the analysis has been performed, unless ELLE and the customer have agreed in writing on the terms of ELLE's retention of the sample. ELLE also can dispose of or destroy the samples after the agreed upon retention period, without further notice and at customer's cost, should an extra cost for ELLE arise to comply with any regulation (for example, with respect to disposal of hazardous waste). If the customer requests the return of unneeded sample material, ELLE will return them to the customer, at the customer's cost and risk.

### 6. Delivery Dates, Turnaround Time

6.1 Delivery dates and turnaround times are estimates and do not constitute a commitment by ELLE. Nevertheless, ELLE shall make commercially reasonable efforts to meet its estimated deadlines.

6.2 Results are generally sent by email and/or by USPS mail, or via other electronic means, to the attention of the persons indicated by the customer in the order, promptly after the analysis is completed.

### 7. Transfer of Property

7.1 Title in any analysis results, products, equipment, software or similar supplied by ELLE to the customer will remain with ELLE until all invoices in respect thereof have been paid by the customer in full, and until such full payment, the customer shall have no property rights or other rights to use them. In addition, even if ELLE has accepted and begun to fulfill an order, ELLE has the right at any time to stop processing that order and to stop doing any work for a customer if that customer is late in paying any amount due to ELLE, whether for that or any other order.



## 8. Limited Warranties and Responsibilities

8.1 Orders are handled in the conditions available to ELLE in accordance with the current state of technology and methods developed and generally applied by ELLE and the results may not always be 100% exact and/or relevant. Analyses, interpretations, assessments, consulting work and conclusions are prepared with a commercially reasonable degree of care but ELLE cannot guarantee that these will always be correct or absolute. This limited warranty expires six (6) months after the delivery date of the samples, if the acknowledgement of the order does not specifically state otherwise. In all cases, the customer must independently verify the validity of any results, interpretations, assessments and conclusions supplied by ELLE, if it wishes to rely on the same in respect of matters of importance and shall do so at its own risk.

8.2 Each analytical report relates exclusively to the sample analyzed by ELLE. If ELLE has not expressly been mandated and paid for the definition of the sampling plan (including which samples of which raw materials and finished products and at which frequency should be analyzed) and the definition of the precise range of analysis to be performed or if the customer has not followed ELLE recommendations, ELLE shall not bear any responsibility if the sampling plan and/or the range of analysis to be performed prove to be insufficient or inappropriate.

8.3 The customer is responsible for the proper delivery of samples sent to ELLE for examination/analyses or materials sent for production. Unless otherwise specifically agreed in writing by ELLE, ELLE accepts no responsibility for any loss or damage, which may occur to any sample in transit or to any facility or site where logistics services are being delivered. The customer will at all times be liable for the security, packaging and insurance of the sample from its dispatch until it is delivered to the offices or the laboratories of ELLE. ELLE will use commercially reasonable care in handling and storing samples, but ELLE shall not be held responsible for any loss or destruction of samples even after their receipt at its laboratories.

8.4 The customer warrants and represents to ELLE that all samples sent to ELLE for analysis are safe and in a stable condition and undertakes to indemnify ELLE for any losses, injuries, claims and costs which ELLE, or its personnel, may suffer as a result of any sample not being in a safe or stable condition, notwithstanding that the customer may have given an indication on the sample or any order form of any perceived problem with the sample. The customer must always inform ELLE in writing prior to shipment and label the packaging, samples and/or containers appropriately, if the samples are dangerous or otherwise of a hazardous nature.

8.5 Unless explicitly agreed in writing by all parties, the contractual relationship shall be exclusively between the customer and ELLE. There shall be no third party beneficiary or collateral warranty relating to any order and the customer shall indemnify and hold ELLE harmless from and against any and all third party claims in any way relating to the customer or to the order by the customer.

## 9. Limitation of Liability

9.1 Except to the extent that such limitations are not permitted or void under applicable law: (a) ELLE (together with its workers, office clerks, employees, representatives, managers, officers, directors, agents and consultants and all ELLE partners and affiliates, the "ELLE Indemnifying Parties") shall be liable only for the proven direct and immediate damage caused by the ELLE Indemnifying Parties' willful misconduct in connection with the performance of an order and then, only if ELLE has received written notice thereof not later than six (6) months after the date of the customer's knowledge of the relevant claim (unless any longer period is prescribed under applicable law and cannot be contractually limited), and (b) in all cases (whether arising under contract, tort, negligence, strict liability, through indemnification or otherwise), the ELLE Indemnifying Parties' liability per claim or series of related claims, and the customer's exclusive remedy, with respect to ELLE's services which fall under these Terms and Conditions, shall be limited to the lesser of: (i) the direct and immediate loss or damage caused by the ELLE Indemnifying Parties' willful misconduct in connection with the performance of the order and (ii) ten times the amount ELLE actually received from the customer in relation to the order up to fifteen thousand dollars (\$15,000).

9.2 The ELLE Indemnifying Parties shall not be liable for any indirect, direct or consequential loss or damage (including, but not limited to, loss of business, profits, goodwill, business opportunities or similar) incurred by the customer or by any third party.

9.3 It is a condition of ELLE's acceptance of an order that the customer indemnifies the ELLE Indemnifying Parties for any losses, injuries, claims and costs which the ELLE Indemnifying Parties may suffer as a result of arising from or in any way connected with its role under or services or products or software provided pursuant to these Terms and Conditions, except to the extent that the ELLE Indemnifying Parties are required to bear them according to these Terms and Conditions, and by placing an order the customer agrees to provide that indemnification.

## 10. SERWM

A fee, notated as Safe and Environmentally Responsible Waste Management (SERWM), will be applied to all invoices for each sample processed by the laboratory.

## 11. Minimum Charge per Sample Group

Eurofins Lancaster Laboratories Environmental, LLC reserves the right to charge a minimum \$150 per sample group submitted to the lab.

## 12. Repeated Analysis

Objections to test results can be made within thirty (30) days after the customer receives the results. However, unless it would appear that the results of the repeated analysis do not match those of the first one, the customer shall bear the costs of the repeat testing or review. Furthermore, a repeated analysis will be possible only if ELLE has a sufficient amount of the original sample on hand when it receives the customer's objection. Otherwise the customer will be required to pay all costs, including sampling, transportation, analytical and disposal costs for the repeat analysis.

## 13. Force Majeure

ELLE cannot be held liable for delays, errors, damages or other problems caused by events or circumstances which are unforeseen or beyond ELLE's reasonable control, or which result from compliance with governmental requests, laws and regulations.

## 14. Confidentiality & Processing of Customer Data

14.1 ELLE shall be entitled to save and process personal or commercial data received from the customer in any way, no matter whether such data stem from the customer directly or from a third party and shall use commercially reasonable efforts to keep such data confidential, in compliance with applicable law.

14.2 ELLE shall use commercially reasonable efforts to keep all analysis results and service reports confidential, and the right to use them in order to demonstrate its entitlement to payment for services rendered.

14.3 Analysis results are prepared and supplied exclusively for the use of the customer and should not be divulged to a third party for any purposes without the prior written agreement of ELLE. In addition, the customer is required to maintain secrecy concerning all services provided by ELLE and their results as well as the composition of products and software delivered by ELLE. Analysis results are not to be publicly disclosed or exploited without the prior written consent of ELLE. Even if such written consent is given by ELLE, the customer (a) remains responsible for any consequences due to the divulgence of such results to a third party and any reliance of such third party on such results and (b) hereby agrees to indemnify the ELLE Indemnified Parties against any liability which the ELLE Indemnified Parties may incur as a result of such divulgence or any such third-party reliance.

## 15. Disclaimer and Miscellaneous

15.1 ALL TERMS, CONDITIONS AND WARRANTIES (INCLUDING ANY IMPLIED WARRANTY AS TO MERCHANTABLE QUALITY OR FITNESS FOR A PARTICULAR PURPOSE) AS TO THE MANNER, QUALITY AND TIMING OF THE TESTING SERVICE AND RESULTS, EQUIPMENT, PRODUCTS OR SOFTWARE SUPPLIED BY ELLE ARE EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. THE WARRANTIES, OBLIGATIONS AND LIABILITIES OF ELLE CONTAINED IN THESE TERMS AND CONDITIONS ARE EXCLUSIVE.

15.2 These Terms and Conditions may be modified in writing from time to time by ELLE and orders will be governed by the most recent version of these Terms and Conditions that is in effect at the time ELLE accepts the order.

15.3 Should a court waive, limit or hold to be invalid, illegal or unenforceable any part of these Terms and Conditions, all other parts shall still apply to the greatest extent possible.

15.4 Failure by either ELLE or the customer to exercise the rights under these Terms and Conditions shall not constitute a waiver or forfeiture of such rights.

## 16. Governing Law/Jurisdiction

16.1 The construction, validity and performance of these Terms and Conditions shall be governed by the laws and the commercial courts of Lancaster, Pennsylvania, in which the registered office of the ELLE company which accepted the order in question is located (including in cases involving multiple counsels for the defense or third-party respondents), which shall have exclusive jurisdiction.

## ATTACHMENT 4

### WESTON GENERAL TERMS AND CONDITIONS

1. **Parties.** References herein to **WESTON** mean the entity, division, affiliate or subsidiary corporation of **WESTON SOLUTIONS, INC. (WESTON<sub>s</sub>)** identified in the Proposal to which these General Terms and Conditions are attached or have been incorporated by reference therein.

2. **Definitions.**

*Agreement* - The Agreement consists of the Contract Documents as described in Article 3 below.

*Access Agreements* - All necessary approvals, permits, licenses, easements and consents that relate to or are necessary for performance of **WESTON's** services.

*Change Order* - **CLIENT's** written request for services differing from the services described in the Scope of Work.

*Modification* - A written amendment to the Agreement modifying the Scope of Work, the compensation and/or the terms and conditions of the Agreement signed by **CLIENT** and **WESTON**.

*Days* - A day as used herein means a business day unless otherwise described.

*Project Records* - Information in documentary, electronic medium or other form relating to performance of **WESTON's** obligations under this Agreement.

*Proposal* - The letter or document, signed by **WESTON**, to which these General Terms and Conditions are attached or made a part of and which sets forth **WESTON's** technical and/or cost proposal for the Work.

*Scope of Work or Work* - The services and products **WESTON** has agreed in its Proposal to provide to **CLIENT** pursuant to this Agreement.

*Underground Facilities* - Equipment and material beneath the ground surface including but not limited to buried or concealed pipes, tanks, cables, instruments, utilities, and other man-made objects which may affect or be affected by **WESTON's** services.

3. **Contract Documents/Order of Precedence.** The Contract Documents include Modifications, Proposal, **WESTON** General Terms and Conditions, Scope of Work, Special Terms and Conditions, Specifications and Drawings. In the event of any ambiguity, inconsistency, or conflict between or among the respective Contract Documents, the Contract Documents shall govern in the following descending order of precedence:

- (a) Modifications.
- (b) Proposal.
- (c) Special Terms and Conditions.
- (d) General Terms and Conditions.
- (e) Scope of Work.
- (f) Specifications and Drawings.

In the event of any ambiguity and/or inconsistency between or among Contract Documents having the same caption, a later dated document will take precedence over an earlier dated document.

4. **Changes.** **CLIENT**, by Change Order furnished to **WESTON**, may request changes within the general scope of the Agreement in the Work to be performed. In order to be an effective request for such a change, any oral request for change in the Work must be confirmed in writing by a Change Order. If any such changes cause an increase in **WESTON's** costs and/or increase the time required for, or the nature of performance of the Agreement, **WESTON** shall so notify **CLIENT** within a reasonable time following receipt of the Change Order and an equitable adjustment in compensation shall be made through a Modification. **WESTON** shall have no obligation with respect to such changes, nor will **WESTON** be considered to be in default for failure or refusal to proceed with such changes until agreement on such cost or time impact has been incorporated into a signed Modification. In the event the Parties fail to agree upon an equitable adjustment to price or schedule resulting from changes sought by **CLIENT** in the Scope of Work, **WESTON** may at its sole option cease the Work without liability, or terminate or suspend this Agreement should **WESTON** determine that it would not be in its best interest to agree to such changes.

5. **Excluded Services.** **CLIENT** acknowledges that the services and/or products to be provided by **WESTON** under this Agreement include only those services and/or products that are expressly listed in the Scope of Work. **WESTON** shall have no responsibility to provide any services and/or products that are not expressly listed in the Scope of Work. **CLIENT** has made its own determination that any services and/or products that are not listed in the Scope of Work are either unnecessary or will be obtained by **CLIENT** from sources other than **WESTON**.

6. **Force Majeure.** **WESTON** will not be responsible for delays, such as, but not limited to, those attributable to acts of God, acts of the **CLIENT** or third Parties, weather, intervention of public authorities, work stoppages, changes in applicable laws or regulations after the date of commencement of performance hereunder or any other acts or omissions or events which are beyond the reasonable control of **WESTON**. Costs and schedule commitments shall be subject to renegotiation for unreasonable delays caused by **CLIENT's** or third Party's failure to provide specified facilities or information. The time for performance shall be equitably adjusted in the event **WESTON** is delayed in the performance of this Agreement by such causes and an equitable adjustment in compensation shall be made in accordance with the provisions of Article 4 hereof.

7. **Invoices.**

(A) Invoices will be submitted on **WESTON's** standard invoice format periodically (customarily on a monthly basis), and terms are net cash in U.S. dollars, due and payable upon **CLIENT's** receipt of each invoice.

(B) When the contract payment is based on a cost reimbursement, time and material, labor hour, or fixed rate schedule, the following provisions shall apply:

(i) Where applicable, rental charges will be applied to the Project to cover the cost of pilot-scale facilities, equipment, apparatus, instrumentation or other technical machinery. When such charges are applicable, **CLIENT** will be advised at the start of an assignment, task or phase.

Analyses performed in **WESTON's** laboratories will be billed in accordance with the laboratory's standard billing practices unless specified otherwise in the Agreement.

(ii) Reimbursable expenses shall include but are not limited to: travel and subsistence expenses of personnel (which may be charged on a per diem basis) when away from their home office on business directly or indirectly connected with the Project; identifiable communication, shipping, printing, and reproduction costs; subcontractors; identifiable drafting and stenographic supplies; computer time and software; and expendable materials and supplies purchased specifically for the Work. Costs incurred from third party vendors are billed by **WESTON** at the price stated on the vendor invoice, and do not reflect any subsequent rebate or similar payment that **WESTON** may receive based on volume purchasing, and/or other factors that are neither tied to a specific vendor invoice nor calculated at the time **WESTON** bills the **CLIENT** for the cost. A ten percent (10%) handling and administrative charge will be added to each reimbursable expense item (as more fully described in **WESTON's** Hourly Charge Rates, if applicable). When **WESTON**, after commencement of the Work, determines that specialized equipment is needed to perform the services, it will notify **CLIENT** of such requirement and purchase the equipment for **CLIENT** as a reimbursable expense.

(iii) Invoices will be submitted on **WESTON's** standard invoice format which will state labor hours worked and total expenses, but will not include original documentation (such as time sheets and expense receipts). If additional detail or actual invoice documentation is requested by **CLIENT**, the labor and expenses associated with retrieval, gathering, sorting, highlighting, mailing and copying supporting documentation will be paid by **CLIENT** and will be billed to **CLIENT** on subsequent invoice(s).

## WESTON GENERAL TERMS AND CONDITIONS (Continued)

(C) When the method of contract payment is based on a fixed price/lump sum Agreement, invoices will be submitted based on the billing schedule proposed by WESTON and agreed to by the Parties.

8. **Payments.** Time is of the essence in the payment of invoices. Timely payment of invoices is a material part of the consideration of the Agreement and failure to pay invoices shall therefore constitute a material breach. Invoices not paid within thirty (30) calendar days of receipt by CLIENT are considered overdue and shall be subject to an interest charge at a rate equal to the greater of one and one-half percent (1-1/2%) per month on the overdue balance or the maximum charge permitted by applicable law. CLIENT agrees that in the event litigation is instituted by WESTON for payment of its invoices, WESTON shall be entitled to receive, in addition to all unpaid invoice amounts, interest at the above rate, filing and service costs and reasonable attorney's fees and expenses. In addition, CLIENT agrees that WESTON may, after giving ten (10) days written notice to CLIENT, suspend services without liability until CLIENT has paid in full all amounts due WESTON on account of services rendered and expenses incurred, including interest on overdue invoices. Invoices shall not be subject to any discount.

Invoice amounts in dispute hereunder shall not affect CLIENT's obligation to pay remaining invoice charges and CLIENT shall not offset or deduct from amounts payable hereunder any amounts for the purpose of satisfying any other claims CLIENT may have against WESTON under this or any other Agreement.

9. **Payment of Invoices.** CLIENT shall remit all invoices for more than twenty-five thousand dollars (\$25,000.00) through electronic wire transfer of funds to WESTON's bank account, identified below:

Account Number: 6302619398  
ABA Number: 036076150  
Swift BIC: CTZIUS33 (For International Accounts)

CLIENT may remit payment of invoices for less than twenty-five thousand dollars (\$25,000.00) to WESTON's lockbox account identified below:

Weston Solutions, Inc.  
PO Box 536121  
Pittsburgh, PA 15253-5903

### 10. (A) **Termination for Default.**

Either Party ("Terminating Party") may terminate this Agreement, in writing, if the other Party ("Breaching Party") fails to fulfill its obligations under the Agreement ("breaches") through no fault of the Terminating Party. In such event the Terminating Party may, after giving the Breaching Party an opportunity to cure (as described in the next sentence of this Article 10(A)), declare the Breaching Party in default by issuing a Declaration of Default and terminate the Agreement for cause. Before issuing such Declaration of Default, the Terminating Party shall advise the Breaching Party that a Declaration of Default is imminent by sending the Breaching Party a written notice ("Notice of Imminent Default") by registered or certified mail, return receipt requested, including a description of the conditions constituting breach of the Agreement and providing the Breaching Party a period of time of not less than five (5) days and not more than twenty (20) days within which to correct such conditions to the satisfaction of the Terminating Party. In the event that the Breaching Party does not correct such conditions contained in the Notice of Imminent Default to the satisfaction of the Terminating Party within the designated period of time, the Terminating Party may issue a Declaration of Default and terminate the Agreement effective on the date specified in the Declaration of Default (the "Effective Date"). Disputes arising under this Article, including final payment to WESTON, if unresolved amicably, shall proceed in accordance with Article 25 hereof. In the event this Agreement is terminated for default, the Parties shall comply with the Orderly Transfer of responsibility provisions contained in Article 10(C) below.

(B) **Termination/Suspension for Convenience of CLIENT.** The Work may be terminated or suspended by CLIENT in accordance

with this Article 10(B) when CLIENT determines that such termination or suspension is in CLIENT's best interests. Any such termination or suspension shall be instituted by delivery to WESTON of a written Notice of Termination/Suspension for Convenience specifying the Agreement is being terminated or suspended for the convenience of CLIENT and directing WESTON to cease the performance of services under the Agreement upon the date of WESTON's receipt of such notification (the "Effective Date"). After receipt of the Notice of Termination/Suspension for the Convenience of CLIENT, WESTON shall upon the Effective Date cease performing services under the Agreement and as soon as practicable thereafter, WESTON shall:

(1) Terminate or suspend all orders and subcontracts to the extent that they relate to the performance of the Work terminated or suspended by the Notice of Termination/Suspension for Convenience.

(2) Assign to CLIENT all of WESTON's rights, title and interest under the orders and subcontracts so terminated or suspended.

(3) Transfer to CLIENT (and CLIENT will accept responsibility for) the obligation to satisfy all outstanding liabilities and all unresolved claims arising out of termination/suspension of orders and subcontracts associated with such termination or suspension; CLIENT shall release WESTON from all such outstanding liabilities and unresolved claims, and CLIENT shall indemnify, hold harmless and defend WESTON from all losses, costs, damages and expenses, including attorneys' fees and expenses, arising out of or in connection with such outstanding liabilities and unresolved claims.

(4) Transfer the responsibility for site management from WESTON to CLIENT in accordance with Article 10(C) below.

(5) Submit to CLIENT and CLIENT shall pay WESTON's termination or suspension invoice including, but not necessarily limited to, the total of:

(a) The cost and fees associated with such Work.

(b) The cost of settling and paying claims arising out of the termination or suspension of Work under subcontracts or purchase orders.

(c) Reasonable demobilization costs.

(d) A reasonable allowance for profit.

(e) All costs incurred under Article 10(C) below.

(C) **Orderly Transfer of Responsibility.** To the extent the Work involves WESTON-directed activity on site and the Work is terminated or suspended, whether for Convenience of CLIENT or for Default, the Parties hereto understand and agree that certain steps (hereinafter referred to as "Orderly Transfer") must be taken to properly implement the termination or suspension. CLIENT agrees that all costs of the Orderly Transfer will be borne by CLIENT.

Upon notification of termination or suspension, WESTON will prepare a memorandum of Orderly Transfer, which will advise CLIENT of the steps necessary to shut down the job site or otherwise effect a transition.

Upon completion of the Orderly Transfer, WESTON will provide written notification to CLIENT. Upon notification by WESTON, CLIENT agrees to accept all responsibility for the Work and site, including but not limited to, continued maintenance and protection of the Work and site in accordance with all federal, state, and local laws and regulations.

In the event of termination or suspension of Work under this Agreement, whether for convenience, for default or as otherwise specifically permitted under this Agreement, CLIENT accepts full responsibility for continuing operations on the site and to the fullest extent permitted by law, CLIENT shall indemnify, hold harmless and defend WESTON and its agents and employees from and against any and all claims, liabilities, costs, losses, damages and expenses, including attorneys' fees and expenses, arising out of or resulting from site maintenance, protection and operation of the site following the Orderly Transfer in accordance with this Article 10(C).

11. **Health and Safety.** WESTON has established and maintains a Health and Safety program for its employees. A copy of this Health and Safety plan is available for review upon request from CLIENT.



## WESTON GENERAL TERMS AND CONDITIONS (Continued)

WESTON specifically disclaims any authority or responsibility for general job site safety and health and safety of persons who are not WESTON's employees. Unless otherwise specifically included in the Scope of Work, WESTON is not responsible for the work site safety or the safety of any persons on the project site other than WESTON's employees.

12. **Standard of Care.** When WESTON serves as the professional representative of CLIENT or provides any professional services to CLIENT under this Agreement, WESTON will endeavor to do so in accordance with generally accepted professional standards and practices as applied to similar projects performed under similar conditions prevailing in the community where services are rendered at the time such advice, consultation and/or services are provided by WESTON.

The Parties intend that the duty owed by WESTON is solely for the benefit of the CLIENT and that there is no other Party contemplated to benefit from the Work performed hereunder.

13. **Independent Contractor.** Unless provided otherwise elsewhere in this Agreement, WESTON shall provide its services under this Agreement as an independent contractor and its employees shall not be considered to be employees of CLIENT in any respect or for any purpose whatsoever.

14. **No Warranty/Guarantee.** Estimates of cost, approvals, recommendations, opinions and decisions by WESTON are made on the basis of WESTON's experience, qualifications and professional judgment and are not nor should they be considered or construed as warranties or guarantees. **WESTON MAKES NO WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED, REGARDING THE WORK TO BE PROVIDED UNDER THIS AGREEMENT.**

15. **Hazardous Materials.** CLIENT bears full responsibility and liability for the creation, existence or presence of any toxic, hazardous, radioactive, infectious or other dangerous substances existing at the site at the time WESTON commences performance of services at the site. CLIENT recognizes that when it is known, assumed or suspected that hazardous materials exist on or beneath the surface of the site of the Project or within any structure thereon, certain sampling materials or residues, such as drill cuttings and drilling fluids or asbestos removed for sampling, should be handled as if hazardous or contaminated and CLIENT shall so notify WESTON and all appropriate federal, state and local public agencies in writing as required that such materials or residues may present a potential danger to the public health, safety and/or the environment. Accordingly, when sampling is included in the Scope of Work and when determined by WESTON in its sole discretion to be necessary based on WESTON's assessment of the degree of contamination, hazard and risk, WESTON will promptly inform CLIENT that containerization and labeling of wastes or residues will be performed. WESTON will appropriately containerize and label such materials and will leave such containers on the site for proper and lawful removal, transport and disposal by CLIENT. CLIENT waives any claim against WESTON and agrees to indemnify, defend and hold WESTON harmless from any claim, cost, loss, damage, expense or liability, including attorneys' fees and expenses, which may arise as a result of or in connection with the drill cuttings, drilling fluids or other assumedly hazardous materials being left on the site of the Project after containerization by WESTON except where due solely to WESTON's negligent acts or omissions. The Parties do not intend for WESTON to take title to, control or have final authority with respect to the disposition of any hazardous substance or waste. Accordingly, WESTON will not be considered to be a generator, arranger, storer, transporter, operator or disposer of hazardous substances or wastes as a result of activities performed in connection with this Agreement. CLIENT shall select and arrange for lawful disposal of any hazardous substance, including but not limited to, samples obtained in connection with work under this Agreement. WESTON may execute any manifests or forms in connection with such activity in the name of and on behalf of CLIENT.

If and to the extent that WESTON is notified of claims in connection with or arising out of the handling, transportation, treatment, storage or disposal of hazardous substances or wastes in

connection with the performance of this Agreement, CLIENT shall defend, indemnify and hold WESTON harmless from and against any and all such claims and any liabilities, costs, losses, damages and expenses, including attorneys' fees and expenses, for or associated with such claims.

16. **Insurance.** WESTON agrees to maintain, at its own expense, Worker's Compensation, Commercial General Liability, Automobile Liability, and Professional Liability insurances as follows:

Types of Insurance	Limits of Liability
Worker's Compensation	Statutory Worker's Compensation
Employer's Liability	\$1,000,000 Employer's Liability
Commercial General Liability	\$1,000,000 each occurrence \$2,000,000 aggregate
Automobile Liability	\$1,000,000 each accident or loss All vehicles including hired and non-owned
Professional Liability (including Pollution Errors and Omissions)	\$1,000,000 per single claim/aggregate
Contractor Pollution Liability Insurance	\$1,000,000 per single claim/aggregate

WESTON will, upon request, furnish appropriate insurance certificates to CLIENT. WESTON agrees to indemnify CLIENT for the hazards covered by WESTON's insurance subject to the limitation of liability contained in Article 18. WESTON agrees to purchase such additional insurance as may be requested by CLIENT (if such insurance is available), provided the costs (including WESTON's administrative costs) for such additional insurance are reimbursed by CLIENT.

17. **Indemnity.** Subject to the Limitation of Liability contained in Article 18 of this Agreement, WESTON shall defend, indemnify and hold CLIENT harmless from liability for claims, liabilities, losses, costs, damages and expenses, including attorneys' fees and expenses, for bodily injuries or death, property loss or damage, caused solely by the negligent acts or omissions or willful misconduct of WESTON, provided that WESTON shall not be responsible for and CLIENT shall defend, indemnify and hold WESTON harmless from any such claims, liabilities, losses, costs, damages and expenses, including attorneys' fees and expenses, arising from the negligence, acts or omissions of CLIENT, or CLIENT's agents, representatives or employees.

CLIENT shall defend, indemnify and hold WESTON harmless from all liability, claims, losses, costs, damages and expenses, including attorneys' fees and expenses, for personal injuries, including death, property loss or damage, injuries to others (including employees of CLIENT, WESTON, and their subcontractors), and air, water or ground pollution or environmental impairment arising out of or in any manner connected with or related to the performance of the Agreement, unless such injury, loss or damage is caused solely by the negligent acts or omissions or willful misconduct of WESTON. CLIENT shall indemnify, defend, and hold WESTON, its subsidiaries and affiliates, its employees and agents harmless against all claims, liabilities, losses, costs, damages and expenses, including attorneys' fees and expenses (other than liability caused solely by WESTON's negligent acts or willful misconduct) arising from or in connection with the violation or alleged violation of CLIENT's or any third Party's trade secrets, proprietary information, trademark, copyright or patent rights in connection with the performance of the Work hereunder. CLIENT's obligation to indemnify, defend and hold harmless WESTON or any employee or agent under this or any other provision of this Agreement will survive the expiration or termination of this Agreement. WESTON shall promptly notify CLIENT of any third Party claim known to WESTON and CLIENT may, at its option, participate in the defense of any such third Party action and WESTON shall cooperate with such defense.

Claims against WESTON under this Indemnity provision are considered disputes and shall be subject to Article 25 hereunder.

## WESTON GENERAL TERMS AND CONDITIONS (Continued)

18. **Limitation of Liability.** Notwithstanding any other provision of these General Terms and Conditions, and unless a higher limit of liability is expressly provided elsewhere in this Agreement in a provision making specific reference to this Article 18, WESTON's total liability to CLIENT for any loss or damage from claims under, arising out of or in connection with this Agreement from any cause, matter or event, including but not limited to WESTON's strict liability, breach of contract, tort or professional negligence, errors or omissions and/or any other basis, shall not exceed the lesser of (a) the total amount paid by CLIENT to WESTON under this Agreement or (b) the proceeds, if any, available from WESTON's liability insurance as specified in Article 16 hereof. CLIENT hereby releases WESTON from any liability exceeding such limited amount. In no event shall either Party be liable to the other for special, indirect, punitive, incidental or consequential damages whether or not such damages were foreseeable at the time of the commencement of the Work.

19. **WESTON Employees.** During the term of this Agreement and for a period of six (6) months after completion or termination of this Agreement, CLIENT shall not offer to employ or actually employ any WESTON employee assigned to the Work. CLIENT agrees that WESTON may utilize employees of any of WESTON's subsidiary companies and affiliates in the performance of this Agreement.

20. **Site Conditions/Site Access.** CLIENT will provide WESTON with all necessary and appropriate access to the site. Before the start of the Work, CLIENT will provide WESTON with all information known to CLIENT or in CLIENT's possession or control, or which CLIENT has reason to believe exists, concerning environmental conditions or underground facilities at or on the site or otherwise related to the Work. Such information includes but is not limited to, studies, reports, laboratory analyses, drawings, memoranda and electronic files. WESTON Shall not be liable for property damage, bodily injury, death or any other loss or expense arising from contact or interference with, or destruction of, all or any portion of any underground facilities unless accurate information concerning the existence and actual location of those underground facilities has been furnished to WESTON by CLIENT before commencement of the Work. CLIENT represents that it has obtained or will obtain lawful permission for WESTON to enter and operate on all property as may be required for the performance of the Work, including any required access agreements, from all necessary parties before start of the Work on such property.

"Underground facilities" is defined as: Any equipment, structure or other material beneath the ground surface including but not limited to buried or concealed pipes, tanks, cables, instruments, utilities, and other man-made objects.

21. **Confidentiality.** WESTON shall maintain as confidential and not disclose to others without CLIENT's prior written consent, any information or documents obtained from CLIENT expressly designated by the CLIENT in writing to be "CONFIDENTIAL." The provisions of this Article shall not apply to information in any form which (a) is published or comes into the public domain, (b) is already known to or by the receiving Party, (c) is furnished by or obtained from a third Party which is under no obligation to keep the information confidential, or (d) is required to be disclosed by law or pursuant to a court order or subpoena of a court, administrative agency or other authority with proper jurisdiction.

Notwithstanding anything to the contrary set forth herein, it is understood by CLIENT that WESTON is or may be subject to certain legal and ethical considerations and obligations depending upon the nature and Scope of Work rendered hereunder which may require WESTON to disclose facts observed by WESTON to third Parties. In such event, WESTON shall advise CLIENT, but shall, subject to any legal or professional obligation as determined by WESTON's counsel to immediately disclose such facts, refrain from making any such disclosure until WESTON and CLIENT have conferred with respect to such facts. If for any reason the Parties are unable to confer or if WESTON believes on the advice of counsel that it must disclose such facts, WESTON shall notify CLIENT of its intention to disclose such information prior to actual disclosure to third Parties. Any such

disclosure shall not be deemed a violation or breach of this Agreement and CLIENT agrees that WESTON shall be and is hereby released from any liability, claim or cause of action whatsoever with respect to such disclosure.

CLIENT agrees that WESTON may use and publish CLIENT's name and a general description of WESTON's services with respect to the Work in describing WESTON's experience and qualifications to other clients and potential clients.

WESTON's technical and pricing information contained in the Proposal or Agreement is considered confidential, proprietary information constituting a trade secret and is not to be disclosed or otherwise made available to third Parties without the prior written consent of WESTON.

22. **Use of Project Records.** All Project Records, including but not limited to, drawings and specifications, prepared or furnished by WESTON (including WESTON's independent professional associates, consultants and subcontractors) pursuant to this Agreement are instruments of service regarding the Work. CLIENT may make and retain copies for information and reference in connection with the Work; however, Project Records are not intended or represented to be suitable for any use other than the use specified in the Contract Documents. Any reuse of Project Records without prior written verification or adaptation by WESTON for the specific purpose intended in this Agreement will be at CLIENT's sole risk and exposure and without liability or legal exposure to WESTON, or to WESTON's independent professional associates, consultants or subcontractors. CLIENT shall indemnify, defend and hold harmless WESTON and WESTON's independent professional associates, consultants and subcontractors from and against any and all claims, liabilities, losses, costs, damages and expenses whatsoever, including attorneys' fees and expenses, arising out of or resulting from reuse of any such Project Records without WESTON's express, prior written approval of reuse. Any verification or adaptation agreed to by WESTON will entitle WESTON to compensation at rates to be agreed upon by CLIENT and WESTON at that time.

23. **Records Retention.** It is WESTON's practice and policy to retain Project Records including reports, drawings and correspondence developed during performance of the Agreement for a period of three (3) years after project completion. Such records may be maintained on electronic or other media, as WESTON may deem appropriate. In the event CLIENT desires Project Records to be maintained for an additional period of time or in specific media, upon CLIENT's written request to WESTON, such records shall either (a) be delivered to CLIENT or (b) be retained by WESTON for additional period(s) of time for a reasonable additional charge.

24. **Services.** It is understood and agreed that the Work performed and related products furnished to CLIENT under this Agreement are not subject to any provision of any Uniform Commercial Code.

25. **Disputes.** Unless the law provides a shorter limitations period (in which event that shorter limitations period shall apply), all disputes between the Parties arising out of or in connection with this Agreement must be brought within three (3) years of the commencement of the Work hereunder. All disputes between the Parties arising out of or in connection with this Agreement shall be resolved by submission to Mediation and Arbitration in Philadelphia, PA, or such other place as otherwise agreed in writing by the Parties as described below:

### (A) Mediation

The Parties shall attempt in good faith to mediate each dispute and use their best efforts to reach agreement on the matters in dispute. Either Party may make written request for non-binding mediation, which shall specify in reasonable detail the facts of the dispute, and within ten (10) days from the date of delivery of the demand, the matter shall be submitted to Mediation in accordance with the American Arbitration Association Construction Industry Mediation Rules. The Mediator shall hear the matter and, if requested by the Parties, provide an informal opinion and advice, none of which shall be binding upon the Parties, but is expected by the Parties to help resolve the dispute. Said informal opinion and advice shall be submitted to the

## WESTON GENERAL TERMS AND CONDITIONS (Continued)

Parties within twenty (20) days following written request for same. The Mediator's fee shall be shared equally by the Parties. If the dispute has not been resolved within 120 days of submission of the request for Mediation, the matter shall then be submitted to Arbitration in accordance with Article 25(B) below:

### (B) Arbitration

All claims, counterclaims, disputes and other matters in dispute between the Parties hereto arising out of or relating to this Agreement or the breach thereof not otherwise resolved in accordance with Article 25(A) hereof shall be decided by Arbitration in Philadelphia, PA, or such other places as otherwise agreed in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining, subject to the limitations and restrictions stated in Article 25(B)(1) and Article 25(B)(2) below. This Agreement to so arbitrate and any other agreement or consent to arbitrate will be specifically enforceable under the prevailing arbitration law by any court having jurisdiction.

(1) Notice of demand for arbitration must be filed in writing with the other Party or Parties to this Agreement and with the American Arbitration Association. The demand must be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event may the demand for Arbitration be made after the time when institution of legal or equitable proceedings, based on such claim, dispute or other matter in question, would be barred by this Agreement or by the applicable statute of limitations or statute of repose.

(2) No arbitration arising out of or relating to this Agreement may include, by consolidation, joinder or in any other manner, any person or entity who is not a Party to this Agreement.

(3) Only by written consent signed by all the Parties to this Agreement and containing a specific reference thereto, may the limitations and restrictions contained in Article 25(B)(1) and Article 25(B)(2) be waived in whole or in part as to any claim, counterclaim, dispute or other matter.

(4) The award rendered by the arbitrators will be final, not subject to appeal, and judgment may be entered upon it in any court having jurisdiction thereof.

(5) In the event of any disputes between the Parties to this Agreement the Arbitrator shall award the prevailing party, in addition to all other appropriate relief, its reasonable costs and attorney's fees.

26. **No Third Party Beneficiary.** WESTON's services are performed for the sole and exclusive benefit of CLIENT. This Agreement does not create, and is not intended to create, any right or benefit for anyone other than CLIENT and WESTON.

27. **Sales and Use Tax.** Pending a final ruling by appropriate tax authorities with respect to the imposition of a State Sales and Use Tax applicable to WESTON's professional services, CLIENT acknowledges that the obligation to pay sales and use tax, if ruled applicable to WESTON's services, is CLIENT's obligation as purchaser. CLIENT agrees to pay such sales and use tax and hereby releases, indemnifies and holds WESTON harmless from any and all

claims related to sales and use tax as it applies to WESTON's professional services provided under this Agreement.

28. **Severability/Savings.** The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof. If any provision of this Agreement is unenforceable, for any reason whatsoever, such provision shall be appropriately limited and given effect to the extent that it may be enforceable.

29. **Assignment.** Neither Party shall assign, or otherwise transfer this Agreement or any rights or obligations hereunder to a subsidiary, successor, affiliate or any third Party, except as expressly provided herein, without the prior written consent of the other Party. Any attempted assignment will be null and void and without force and effect. Nothing hereunder shall prevent WESTON from employing such professional associates, subcontractors and consultants as WESTON deems appropriate to assist WESTON in the performance of services.

30. **Litigation Services.** CLIENT and WESTON agree that the Work performed hereunder may involve some form of legal process or proceedings during or after performance of the project. Such legal process or proceedings may include production of records, forms of discovery such as depositions and interrogatories, filings and court testimony.

CLIENT agrees that if WESTON is required to participate in or otherwise respond to such legal process or proceedings in which WESTON is not a Party, CLIENT shall compensate WESTON for its efforts in so doing, including but not limited to, expenses, labor, document reproduction costs, travel expenses, legal fees, etc., reasonably incurred in connection with its efforts in responding to such legal process or proceedings.

31. **Governing Law.** The interpretation and enforcement of this Agreement is to be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

32. **Entire Agreement.** This Agreement represents the entire and integrated Agreement between the Parties and supersedes all other prior negotiations, representations or agreements, either written or oral.

Any terms and conditions set forth in CLIENT's purchase order, requisition, or other notice of authorization to proceed are inapplicable to the Work, except when specifically provided for in full on the face of such purchase order, requisition, or notice or authorization and specifically accepted in writing by WESTON. WESTON's acknowledgment of receipt of any purchase order, requisition, notice or authorization or WESTON's performance of Work subsequent to receipt thereof does not constitute acceptance of any terms or conditions other than those set forth in this Agreement.

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Weston Solutions, Inc.

## **Task Order No. 6**

*under*

**Engineering On-Call Services Agreement dated, June 13, 2017  
with Amendment No. 1 dated, January 9, 2018**

*for*

**FUEL FARM UPGRADES – PHASE III  
(Fuel System Upgrades and Fire Suppression Replacement)**

*at*

**Nantucket Memorial Airport – Town of Nantucket, MA**

**JANUARY 9<sup>th</sup>, 2020**

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**AIRPORT Contact Person: Mr. Tom Rafter, Airport Manager**

**Type of Services: Professional Engineering**

Location:	Nantucket Memorial Airport (ACK)
Federal AIP No.:	N/A to this project
Federal Tax I.D. No.:	04-6242411
Contract Negotiated Price	\$337,187.00
Contract Begin Date:	September 1 <sup>st</sup> , 2019
Contract Expiration Date:	December 31 <sup>st</sup> , 2020
On-Call Agreement Date:	June 13 <sup>th</sup> , 2017
On-Call Agreement Period Dates:	June 13 <sup>th</sup> , 2017 through June 12 <sup>th</sup> , 2020

This Project Contract (hereinafter referred to as “Contract”) is entered into by and between the **Town of NANTUCKET, MA** (hereinafter referred to as “the Town” or “the Sponsor”), 14 Airport Road, Nantucket, MA 02554, and **JACOBS ENGINEERING GROUP INC.**, a corporation or other legal entity (hereinafter referred to as “the Consultant” or “the Engineer”) organized under the laws of the State of Delaware, with its principal place of business located at 120 St. James Avenue, 5<sup>th</sup> Floor, Boston, MA 02110 (hereinafter referred to as the “Parties”).

The following attachments are hereby incorporated into this agreement by reference:

**Exhibit A – Detailed Scope of Work**

**Exhibit B – Fee Estimate**

The Consultant agrees to be bound by the Agreement for Professional Engineering Services General Conditions, dated **June 13<sup>th</sup>, 2017**, as revised by Amendment No. 1, dated **January 9, 2018**, which are hereby incorporated by reference.

The Parties, in consideration of the mutual promises set forth in this Contract, hereby agree as follows:

1. **The Scope of Work.** The Consultant agrees to complete all work as detailed in Exhibit A which is made a part of this Contract and;

The Consultant shall be responsible for furnishing all supervision, labor, equipment, tools supplies, permanent and temporary materials required to perform the work detailed in Exhibit A and;

The Sponsor shall have the right to alter the nature and extent of the work as provided in this Contract, through a written modification signed by both Parties.

2. **The Fee.** The Consultant agrees to complete all work for the agreed upon project fee as detailed in Exhibit B which is made a part of this Contract and;
3. **Reimbursement.** Upon full execution of the individual project contract, the Sponsor will reimburse the Consultant for approved expenditures incurred on the project.
4. **Funding.** The Parties agree that the *Sponsor* will assume full responsibility for costs incurred. It is assumed that the Sponsor is utilizing local funding for this project.
5. **Team Members.** Listed below are the names of the Consultant's Project Manager, Chief Designer, Planner(s), other key personnel, and primary Subconsultants for this Contract. No substitutions of the key Consultant Team Members are allowed without prior notification and approval by the Sponsor.

Project Manager: Nick Deres, PE

Chief Designer: Nick Deres, PE

Electrical Engineer: Kyle Corwin

Resident Engineer: Derek Amorelli

Other Key Personnel: John Pelletier, PE, Timothy D'Agostino, Jim McDonald, PE

Subconsultant 1: Wilcox & Barton (Fueling Systems)

Subconsultant 2: Code Red Consulting (Fire Suppression)

6. **Representations.** By signing below, the Consultant hereby represents that to the best of the Consultant's knowledge and belief:
  - a. All of the statements, representations, covenants, and/or certifications required or set forth in the Contract documents are complete and accurate as of the date of this Contract.
  - b. The Consultant knows of no legal, contractual, or financial impediment to entering into this Contract.
  - c. The person signing below is legally authorized by the Consultant to sign this Contract on its behalf and to legally bind the Consultant to the terms of this Contract.

6. **Offer.** The Consultant, having carefully examined the site of work, scope of work, the Agreement for Professional Engineering Services General Conditions (including insurance requirements), Agreement for Professional Engineering Services (when applicable) hereby propose and offer to enter into this Contract to supply all the labor and materials needed to complete the whole of the work in strict accordance with the terms and conditions of this Contract at the prices agreed upon in Exhibit A and B.

The Consultant also agrees:

- First: To do any extra work, not covered by the "Exhibit A", which may be required by the Sponsor, and to accept as full compensation the rates noted in Exhibit B or approved revision to same and related contract modifications.
- Second: The Consultant will deliver to the Sponsor a signed, valid certificate of insurance proving the coverage required by this Contract and/or the Agreement for Professional Engineering Services General Conditions before any work commences under this Contract. If the level of insurance is specified in this Contract, that amount will supersede the requirements outlined in the Agreement for Professional Engineering Services General Conditions. The Sponsor shall be included as an additional insured on Commercial General Liability insurance policy carried by the Consultant.
- Third: To begin and complete the work within the dates specified herein.

The Parties acknowledges that the Agreement for Professional Engineering Services General Conditions, dated June 13<sup>th</sup>, 2017, may only be amended thru a written modification approved in writing by the Massachusetts Department of Transportation, Aeronautics Division. If any provision in the Agreement for Professional Engineering Services General Conditions is altered without approval from the Massachusetts Department of Transportation, Aeronautics Division, then funding from the Commonwealth of Massachusetts may be withdrawn.

IN WITNESS WHEREOF, the Consultant, for itself, its successors and assigns, hereby execute two (2) originals of this Contract and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

**JACOBS ENGINEERING GROUP INC.**

01/09/2020  
(Date)

  
(Signature)

David M. Chamberlain – Operations Manager  
(Name and Title Printed)

**TOWN OF NANTUCKET AIRPORT COMMISSION**

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Signature)

Daniel W. Drake – Chairman, Airport Commission  
(Name and Title Printed)

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name and Title Printed)

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name and Title Printed)

***Approved as to Funds Available***

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Signature)

Brian E. Turbitt, Director of Municipal Finance, or  
Bob Dickinson, Assistant Town Accountant  
(Name and Title Printed)



**EXHIBIT A – SCOPE OF WORK  
September 30, 2019  
Updated January 9, 2020**

**Nantucket Memorial Airport (ACK)**  
14 Airport Road  
Nantucket, Massachusetts 02554

**Fuel Farm Upgrades – Phase III  
(Fuel System Upgrades and Fire Suppression Replacement)**

**ACK Project No. TBD**

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**PURPOSE AND NEED**

The Airport desires to maintain a safe and operational airport. Under previous projects the fire suppression system associated with the aviation fuel farm was inspected. During these inspections, it was determined that the existing fire suppression system has failed and requires replacement. Additionally, the Nantucket Memorial Airport (OWNER) wishes to make improvements to the aviation fuel farm.

Based on the inspection and the Owner's requests, this project shall include the following components:

- ➔ Replacement of the existing fire suppression system in its' entirety
- ➔ Investigate the use of environmentally sensitive and safe materials, such as PFAS free foam, for the fire suppression system
- ➔ Replacement of the existing diesel fire pump with an electrically operated fire pump
- ➔ Jet A system upgrades and/or improvements:
  - Replacement of all piping, fuel cabinets, monitoring system and controls
  - Investigation of options for the fuel pump and redundancy controls
- ➔ AvGas System upgrades and/or improvements:
  - Replacement of all fueling cabinets, monitoring system and controls

The project shall include the following:

- ➔ Code review to determine the applicable requirements for the fire suppression system and fuel system upgrades
- ➔ Design of the fire suppression system replacement based on the recommendations from the code review and Owner requirements
- ➔ Design of the fuel system upgrades based on the recommendations from the code review and Owner requirements
- ➔ Inspection of and design of repairs to the concrete containment system
- ➔ Inspection of and design of repairs to the loading bay steel deck

- Update to the Airport's existing Spill Prevention, Control and Countermeasures (SPCC) Plan to incorporate the project upgrades, repairs and improvements to the fuel farm.

The cost for the project is as shown Exhibit B. The Project shall consist of the project development and management, design, bidding, and construction phase services for the work required to complete the project.

### **ASSUMPTIONS**

1. This Project, in its entirety, is being funded by the Owner.
2. No work (repairs or upgrades) will be required on the existing fuel tanks.
3. No design load upgrades to the existing loading bay steel deck are included in this project.
4. The existing framing for the fire suppression system is in adequate condition and therefore will remain in-place as part of this project.
5. The existing fire pump building is in adequate condition and will remain in-place and reused for the new system(s) associated with this project.
6. The existing fuel pre-heater associated with the cabinets are in adequate condition and therefore will remain in-place as part of this project.
7. No permitting is required for this project.
8. No topographic survey is required for this project. Existing information provided by the Owner will be utilized and augmented by as-built plans and field inspections.
9. No soil borings, CBRs, test pits, and pavement test cores are required for this project.
10. No investigation or remediation for hazardous or contaminated materials are included in the scope of services for this project.

### **PROJECT TEAM**

The Project team will consist of the firms listed below, each with particular expertise in their respective fields. The term subconsultant will be used interchangeably to refer to an individual member of the Project team or the subconsultant team as a whole:

<b>Project Team Members and Responsibilities</b>	
<b>Firm</b>	<b>Responsibilities</b>
Jacobs Engineering Group Inc. (Jacobs or Engineer)	Engineering and Consulting Services

Code Red Consultants (Code Red) ( <i>Subconsultant to Jacobs</i> )	Fire Suppression and Protection
Wilcox & Barton, Inc. (W&B) ( <i>Subconsultant to Jacobs</i> )	Fueling Systems
Vanasse Hangen Brustlin, Inc. (VHB) ( <i>Subconsultant to Jacobs</i> )	SPCC Update

### **SCOPE OF WORK**

The Engineer agrees to perform engineering services for the Owner as described in Articles A through F, below, within the hours allotted for the services as listed in *Exhibit B – Breakdown of Fees – Jacobs Engineering Group Inc. – Engineering Design and Consulting Services*.

The Scope of Work for this Project shall cover the following services:

- ➔ Article A – Project Development and Management
- ➔ Article B – Design
- ➔ Article C – Advertising and Bidding
- ➔ Article D – Not Used
- ➔ Article E – Construction Administration
- ➔ Article F – Resident Engineering

Subconsultant tasks are contained within the following appendices:

- Appendix A – *Breakdown of Fees* – Code Red Consultants – Fire Suppression and Protection
- Appendix B – *Breakdown of Fees* – Wilcox & Barton – Fueling Systems
- Appendix C – *Breakdown of Fees* – VHB – SPCC Update

### **ARTICLE A – PROJECT DEVELOPMENT AND MANAGEMENT**

The Engineer will provide project development and management services to the Owner for this project. The work of the Engineer shall include:

The work of the Engineer shall include:

1. **SCOPING MEETING:** The Engineer shall conduct a scoping meeting for the project. The meeting shall be conducted via Skype or teleconference.
2. **SCOPE OF WORK:** The Engineer shall develop the detailed scope of work for the project. A draft scope of work shall be distributed to the Owner, FAA and MassDOT. Once review comments have been received, the Engineer will revise and finalize the scope of work.

3. SOLICITATION OF PROPOSALS: The Engineer shall solicit proposals for consultant services required for the project. It is anticipated that subconsultants will be required for the services associated with fire protection, fueling system and the SPCC update.
4. PROPOSED ENGINEERING FEE: Once the scope of work has been finalized, the Engineer shall prepare a draft Engineering Fee for the project and submit it to the Owner.
5. NEGOTIATE PROJECT SCOPE AND FEE: The Owner and the Engineer shall negotiate the final scope of work and Fee.
6. ENGINEERING CONTRACTS: Once the final scope of work and Engineering Fee has been negotiated, the Engineer shall prepare six (6) Engineer Agreements and submit them to Owner for execution. Once the Agreements have been signed by the Engineer and the Owner, they will be forwarded to MassDOT for approval signature. Once the Agreements have been fully executed, the Engineer will distribute them to the Owner, FAA and MassDOT.
7. REVIEW RECORD DRAWINGS AND REPORTS: The Engineer will collect and review as-builts drawings related to the project area.
8. PROJECT KICK-OFF MEETING: The Engineer shall conduct a project kick-off meeting with the Project Team. The meeting shall be held at the office of the Engineer.
9. PROJECT TEAM COORDINATION: The Engineer shall coordinate with the Project Team throughout the course of the project design (Article B). There shall be weekly coordination calls with the Project Team.
10. OWNER COORDINATION: The Engineer shall coordinate with the Owner throughout the project. There shall be bi-weekly calls with the Owner.
11. PROJECT MEETINGS: The Engineer shall coordinate and attend project meetings throughout the projects. For budgetary purposes, it is assumed that four (4) project meetings will be required. All meetings will be at the Airport.
12. PROJECT FILES: The Engineer shall establish and maintain design and project records and documentation. The records shall be electronically retained for a minimum of three (3) years following the completion of the project. This task includes the setup of project file folders, daily filing of project documentation, and storage of the documentation upon completion of the project.
13. QUALITY ASSURANCE AND QUALITY COMPLIANCE (QA/QC): The Engineer shall perform QA/QC for compliance with the Contract.

## **ARTICLE B – DESIGN**

Based on the information collected under Article A, the scoping meeting, and project specific requirements, the Engineer shall provide design services to the Owner for the preparations of design plans, specifications and estimate of construction costs.

The Engineer shall subcontract the fire suppression and protection services to Code Red Consultants. A copy of the scope of services for the Code Red, is included In Appendix A – Breakdown of Fees – Code Red Consultants – Fire Suppression and Protection.

The Engineer shall subcontract the fueling system services to Wilcox & Barton, Inc. A copy of the scope of services for the Wilcox & Barton, is included In Appendix B – Breakdown of Fees – Wilcox & Barton, Inc. – Fueling Systems.

The Engineer shall subcontract the SPCC update services to VHB. A copy of the scope of services for the VHB, is included In Appendix C – Breakdown of Fees – VHB – SPCC Update.

The design of the project shall be divided into five (5) components as follows:

- ➔ Task 1 – Code Review
- ➔ Task 2 – Fire Suppression System Replacement
- ➔ Task 3 – Fuel Farm Upgrades
- ➔ Task 4 – Structural and Architectural Improvement
- ➔ Task 5 – SPCC Update

The work of the Engineer shall include:

**Task 1 – Code Review**

1. CODE REVIEW: The Engineer shall conduct a review of the following applicable codes for project applicability .
  - 780 CMR, *Massachusetts State Building Code* (9th edition, based on 2015 *International Building Code*)
  - 527 CMR 1.00, *Massachusetts Comprehensive Fire Safety Code* (based on 2015 NFPA 1 *Fire Code*)
  - NFPA 13, *Standard for the Installation of Sprinkler Systems* (2013 edition)
  - NFPA 11, *Standard for Low-, Medium, and High-Expansion Foam* (2010 edition)
  - NFPA 16, *Standard for the Installation of Foam-Water Sprinkler and Foam-Water Spray Systems* (2015 edition)
  - NFPA 20, *Standard for the Installation of Stationary Pumps for Fire Protection* (2013 edition)
  - NFPA 30, *Flammable and Combustible Liquids Code* (2015 edition)
  - NFPA 72, *National Fire Alarm & Signaling Code* (2013 edition)
  - NFPA 407, *Standard for Aircraft Fuel Servicing* (2017 edition)
2. CODE REVIEW MEMO: Based on the code review, the Engineer shall prepare a Code Review Memo to assist with the design of the project and the portions of the work pertaining to the fire suppression and fueling systems. The memo will also provide recommendations to the Owner for the necessary upgrades to the fire suppression and fueling systems.

3. COORDINATION: The Engineer shall coordinate the Code Review with the Owner and the sub.

**Task 2 – Fire Suppression System Replacement**

1. MEETING: The Engineer shall conduct a meeting with the Airport staff and personnel, Nantucket Fire Department (NFD) and fire suppression and protection sub. The intent of the meeting is to initiate discussions regarding the fire protection requirements for the existing fuel farm and the associated loading and unloading rack. The meeting shall be held at the Airport.
2. SITE INVENTORY: The Engineer shall conduct a site inventory of the existing conditions of the fuel farm. The site inventory shall be utilized to develop the base mapping and existing conditions plans to be integrated into the design plans and specifications.
3. HYDRANT TEST: The Engineer shall coordinate up to two (2) fire hydrant tests at the Airport. The tests are to determine the existing water supply levels and availability. One (1) hydrant flow test is included for basis of design purposes (i.e. initial pump sizing, piping layout, etc.) and one (1) hydrant flow test is included during peak season (i.e. July-August) in order to incorporate a severe-case water flow condition into the final design.
4. 50% TIER 1 DOCUMENTS: The Engineer shall prepare 50% Tier 1 Construction Documents, as outlined in 780 CMR Sections 901.2.1 and 907.1.1. The 50% Tier 1 Construction Documents are intended for initial review of the proposed design of the replacement fire protection systems with ACK and/or NFD to ensure alignment with the basis of design, as well as coordination with other trades before moving forward with final design. The Tier 1 Construction Documents will include the following:
  - a) Fire Protection Design Narrative for submission to the Town of Nantucket. As required by CMR 780, the narrative will describe the design methodology for the proposed new fire protection system work. The narrative will demonstrate design compliance with the applicable codes as it pertains to the fire suppression and fire alarm design aspects for the tank farm and associated loading / unloading rack. The Fire Protection Design Narrative will also include a summary table of the required Inspection, Testing, and Maintenance Frequencies for the fire protection equipment that is intended to complement the detailed Operations and Maintenance Manuals provided by the installing Contractors.
  - b) Fire Suppression System Drawings for the replacement fire suppression system and equipment. Drawings will be prepared to a scale not less than 1/8", on sheets of uniform size. Drawings will include information essential for proper design and installation, including plan view, elevations, and sections of the fire pump house (i.e. fire pump, jockey pump, foam concentrate equipment, deluge valves, etc.), piping, control valve locations, nozzle locations, etc.
  - c) Fire Alarm System Drawings for the replacement fire alarm equipment associated with the fuel tank farm and loading / unloading rack. Drawings will be prepared to a scale not less than 1/8", on sheets of uniform size. Drawings will include information essential for proper design and installation, including plan view of the fire pump house (i.e. locations of panels, modules, relays, etc.), detection device locations, notification

- appliance locations, interface with the existing FBO and/or ACK Firehouse fire alarm system, etc.
- d) Fire Suppression System Specifications which will provide detailed requirements for the installation of the fire suppression system for the fuel tank farm and associated loading / unloading racks in accordance with the applicable codes.
  - e) Fire Alarm System Specifications which will provide detailed requirements for the installation of the fire alarm system components associated with the fuel tank farm and loading / unloading racks fire suppression system in accordance with the applicable codes.
- 5. 50% TIER 1 DESIGN REVIEW MEETING: The Engineer shall coordinate and conduct one (1) design review meeting after the submission of the 50% Tier 1 Construction Documents.
  - 6. 90% TIER 1 DOCUMENTS: The Engineer shall prepare 90% Tier 1 Construction Documents, based on the review comments received from the Owner, Town, NFD and the Project Team from the 50% Tier 1 Documents.
  - 7. 100% TIER 1 DOCUMENTS: The Engineer shall prepare 100% Tier 1 Construction Documents, based on the review comments received from the Owner, Town, NFD and the Project Team from the 90% Tier 1 Documents.
  - 8. CONSTRUCTION SCHEDULE: The Engineer shall develop a preliminary schedule for the construction of the project. The schedule shall be a detailed for use in determining construction phasing and duration. Construction schedule development shall include researching production rates and construction methods and sequencing, coordination with the Owner, federal, state and local agencies, generating the Microsoft Project schedule file, conducting internal QA/QC reviews and provision of the completed schedule.
  - 9. QTO AND EEOC: The Engineer shall perform a quantity take-off (QTO) plans and prepare an engineer's estimate of cost (EEOC). Since the Engineer has no control over the cost of materials and labor or the competitive bidding process and market conditions, the EEOC provided are made based on the Engineer's experience and qualifications, but the Engineer does not guarantee the accuracy of the estimate as compared to the contractor's bids or final project costs.
  - 10. DESIGN QA/QC: The Engineer shall perform an in-house QA/QC prior to the submission of the Design submission. The in-house QA/QC check shall involve review by an individual experienced in the discipline of study for the corresponding aspect or design feature of the Project. This individual shall conduct a comprehensive check on all associated documents to be included in the submittal (e.g. drawings, specifications, estimates, and supplemental reports). The in-house QA/QC shall include time and effort required for the project engineers and CADD technicians to address comments generated during the review.

**Task 3 – Fueling System Upgrades**

- 1. MEETING: The Engineer shall conduct a meeting with the Airport staff and personnel and fueling system sub. The intent of the meeting is to initiate discussions regarding the fueling



system upgrade requirements for the existing fuel farm and the associated loading and unloading rack. The meeting shall be held at the Airport.

2. **SITE INVENTORY:** The Engineer shall conduct a site inventory of the existing conditions of the fuel farm. The site inventory shall be utilized to develop the base mapping and existing conditions plans to be integrated into the design plans and specifications.
3. **JET A REDUNDANCY:** The Engineer will investigate the redundancy options for the Jet A fuel dispensing system. The redundancy shall include multiple cabinets or components, alternating pumps and controls and other existing technologies and review the options with the Owner for incorporation into the design.
4. **JET A REPLACEMENT:** The Engineer shall design the replacement and upgrades to the Jet A fuel dispensing system. The Jet A system will be replaced in its' entirety with the following considerations:
  - a) All piping will be replaced from the manifold at the tank to the dispensing system including all valves, fittings, bends and support saddles.
  - b) The fuel cabinet will be replaced in its entirety.
  - c) The control system will be replaced. The Owner wishes to upgrade the control system into an integrated fuel management system utilizing SCADA or BMS, or other similar technologies. The refueler vehicles are equipped with Scully Thermistors and the proposed system will be required to be compatible. The Owner requires that the control system be located at the Airport ARFF station.
  - d) The monitoring system will be replaced. The Owner wishes to upgrade the monitoring system to include the replacement of ail components including interstitial gauges, tank level gauges, high level alarms, audible and visual annunciators, and the datalink to the NFD. The Owner requires that the monitoring system be located at the Airport ARFF station
  - e) The Owner requires to replace and upgrade the EFSO (Emergency Fuel Shutoff). The Engineer will determine the proper location of the EFSO activators during the code review.
5. **JET A PHASING:** The Engineer shall develop a construction phasing design that maintains the Jet A fueling operations throughout the course of construction. The Owner has a strict requirement that the Jet A fueling system cannot be offline.
6. **AVGAS REPLACEMENT:** The Engineer shall design the replacement and upgrades to the AvGas fuel dispensing system. The AvGas system will be retained except that the fuel cabinet will be replaced, and special consideration will be utilized in specifying equipment due to the marine environment. The AvGas system will have following considerations:
  - a) The fuel cabinet will be replaced in its entirety.
  - b) The control system will be replaced: The Owner wants to upgrade the control system into an integrated fuel management system utilizing SCADA or BMS, or other similar technologies. The refueler vehicles are equipped with Scully Thermistors and the

- proposed system will be required to be compatible. The Owner requires that the control system be located at the Airport ARFF station.
- c) The monitoring system will be replaced. The Owner wants to upgrade the monitoring system to include the replacement of all components including interstitial gauges, tank level gauges, high level alarms, audible and visual annunciators, and the datalink to the NFD. The Owner requires that the monitoring system be located at the Airport ARFF station.
  - d) The Owner wants to replace and upgrade the EFSO (Emergency Fuel Shutoff). The Owner will determine the proper location of the EFSO activators during the code review
- 7. 50% DESIGN DOCUMENTS: The Engineer shall develop 50% Design Documents (Plans and Specifications) for the fueling system upgrades.
  - 8. 50% DESIGN REVIEW MEETING: The Engineer shall coordinate and conduct one (1) design review meeting after the submission of the 50% Design documents.
  - 9. 90% DESIGN DOCUMENTS: The Engineer shall prepare 90% Design Documents, based on the review comments received from the Owner, Town, NFD and the Project Team from the 50% Design Documents.
  - 10. 100% DESIGN DOCUMENTS: The Engineer shall prepare 100% Design Documents, based on the review comments received from the Owner, Town, NFD and the Project Team from the 90% Design Documents.
  - 11. CONSTRUCTION SCHEDULE: The Engineer shall develop a preliminary schedule for the construction of the project. The schedule shall be a detailed for use in determining construction phasing and duration. Construction schedule development shall include researching production rates and construction methods and sequencing, coordination with the Owner, federal, state and local agencies, generating the Microsoft Project schedule file, conducting internal QA/QC reviews and provision of the completed schedule.
  - 12. QTO AND EEOC: The Engineer shall perform a quantity take-off (QTO) plans and prepare an engineer's estimate of cost (EEOC). Since the Engineer has no control over the cost of materials and labor or the competitive bidding process and market conditions, the EEOC provided are made based on the Engineer's experience and qualifications, but the Engineer does not guarantee the accuracy of the estimate as compared to the contractor's bids or final project costs.
  - 13. DESIGN QA/QC: The Engineer shall perform an in-house QA/QC prior to the submission of the Design submission. The in-house QA/QC check shall involve review by an individual experienced in the discipline of study for the corresponding aspect or design feature of the Project. This individual shall conduct a comprehensive check on all associated documents to be included in the submittal (e.g. drawings, specifications, estimates, and supplemental reports). The in-house QA/QC shall include time and effort required for the project engineers and CADD technicians to address comments generated during the review.

**Task 4 – Structural and Architectural Improvements**

1. **SITE INVENTORY:** The Engineer shall conduct a site inventory of the existing conditions of the fuel farm. The site inventory shall be utilized to develop the base mapping and existing conditions plans to be integrated into the design plans and specifications.
2. **IMPROVEMENT DESIGN:** The Engineer shall design the structural and architectural improvements to the existing fuel farm as requested by the Owner. These improvements shall consider the following:
  - a) The Owner has indicated that the concrete containment wall has cracks, spalls, and other miscellaneous signs of aging and has requested that repair details be developed.
  - b) The Owner has indicated that the loading deck has broken welds that require repair.
  - c) The Owner has indicated that miscellaneous repairs are required for the pump building, these include replacement of the pedestrian door, replacement of rooted wooden trim, repainting the exterior trim, and other minor repairs as requested by the Owner.
  - d) The Owner has requested that a gate and steps be installed between the existing landside fire hydrant and the fire suppression building.
3. **90% DESIGN DOCUMENTS:** The Engineer shall develop 75% Design Documents (Plans and Specifications) for the structural and architectural improvements.
4. **90% DESIGN REVIEW MEETING:** The Engineer shall coordinate and conduct one (1) design review meeting after the submission of the 50% Design documents.
5. **100% DESIGN DOCUMENTS:** The Engineer shall prepare 100% Design Documents, based on the review comments received from the Owner and the Project Team from the 75% Design Documents.
6. **CONSTRUCTION SCHEDULE:** The Engineer shall develop a preliminary schedule for the construction of the project. The schedule shall be a detailed for use in determining construction phasing and duration. Construction schedule development shall include researching production rates and construction methods and sequencing, coordination with the Owner, federal, state and local agencies, generating the Microsoft Project schedule file, conducting internal QA/QC reviews and provision of the completed schedule.
7. **QTO AND EEOC:** The Engineer shall perform a quantity take-off (QTO) plans and prepare an engineer's estimate of cost (EEOC). Since the Engineer has no control over the cost of materials and labor or the competitive bidding process and market conditions, the EEOC provided are made based on the Engineer's experience and qualifications, but the Engineer does not guarantee the accuracy of the estimate as compared to the contractor's bids or final project costs.
8. **DESIGN QA/QC:** The Engineer shall perform an in-house QA/QC prior to the submission of the Design submission. The in-house QA/QC check shall involve review by an individual experienced in the discipline of study for the corresponding aspect or design

feature of the Project. This individual shall conduct a comprehensive check on all associated documents to be included in the submittal (e.g. drawings, specifications, estimates, and supplemental reports). The in-house QA/QC shall include time and effort required for the project engineers and CADD technicians to address comments generated during the review.

**Task 5 – SPCC Update**

1. REVIEW SPCC: The Engineer shall review the Airport's existing SPCC.
2. UPDATE SPCC: The Engineer shall prepare a draft SPCC update based on the project elements of this project.
3. FINALIZE SPCC: The Engineer shall finalize the SPCC update based on the comments received from the Owner and Project Team.

Expenses for the ENGINEER shall include mileage for site visits and meetings, miscellaneous reproduction costs, and postage costs as well as the other expenses listed in *Exhibit B – Breakdown of Fees – Jacobs Engineering Group Inc. – Engineering Design and Consulting*.

**ARTICLE C – ADVERTISING AND BIDDING**

The ENGINEER shall provide bidding and associated services to the OWNER to assist in the public bidding, bid opening, review and contract award of this project. The bidding process will be conducted electronically. Bidding documents will be issued electronically. The Town and Airport will receive bids electronically and not in hardcopy form. The services of the ENGINEER shall include:

1. BID DOCUMENTS: The Engineer shall develop the bid documents (Plans and Specifications) from the 100% Design Documents derived in Article B, Tasks 2, 3 and 4. These bid documents shall be used for bidding purposes for the project.
2. AD FOR BID: The Engineer shall provide the OWNER with a draft copy of the Advertisement for Bid and associated documents for review and comment. The Engineer shall assist the OWNER in the advertisement of the bidding in the Central Register and publications of local circulation. The local advertising will be limited to one day. The OWNER will be responsible to pay the local advertising costs.
3. DISTRIBUTE BID DOCS TO VIEWING ROOMS: The Engineer shall distribute plans and specifications to plan viewing rooms for use by Contractors. It is assumed that two (2) sets will be distributed in this manner at no cost to the recipient.
4. DISTRIBUTE BID DOCS TO CONTRACTORS: The Engineer shall assist the OWNER in the distribution of Bidding Documents, (Bid Plans and Specifications) and collecting bid deposits from potential bidders in person and by mail. Plan sets will be available at the ENGINEER'S office. The ENGINEER will distribute all plan sets requested by FedEx.
5. PLAN HOLDER'S LIST: The Engineer shall assist the OWNER in the preparation and maintenance of a plan set holder's list. The list will be updated weekly during the bidding period with the updates being forwarded to the client's Purchasing Department, if requested.

6. PRE-BID MEETING: The Engineer shall schedule, organize, prepare an agenda, attend, and manage a Pre-Bid Conference at the Airport in conjunction with the OWNER.
7. PRE-BID MEETING MINUTES: The Engineer shall prepare Pre-Bid Conference minutes and distribute to the MassDOT/AD and Airport.
8. BIDDER'S QUESTIONS: The Engineer shall receive and answer Bidder's questions concerning the project during the bidding period.
9. ADDENDA: The Engineer shall prepare and distribute an Addendum, for reason of clarification, to provide answers to questions to all potential bidders, and/or administrative change in the bid documents. It is assumed that two (2) Addenda will be required.
10. BID OPENING: The Engineer shall coordinate the Bid Opening with the Owner. The Owner shall conduct the Bid Opening and report the results to the Engineer. The Engineer will not attend the Bid Opening. Bids will be received electronically.
11. BID TAB: The Engineer shall prepare a bid tabulation and distribute it to the OWNER, MassDOT/AD, and bidders along with the return of bid bonds of all but the three lowest bidders.
12. BID REVIEW: The Engineer shall review the bids to verify the required documentations are present, check references of the two (2) lowest bidders, and verify that the bonding company is listed on the appropriate list.
13. BID REVIEW LETTER: The Engineer shall provide a review of the bids to the OWNER in the form of a letter.
14. NOTICE OF AWARD: Upon written authorized from the OWNER, the Engineer shall prepare and distribute a Notice of Award (NOA) to the Contractor selected by the OWNER to perform the project. This task shall include the coordination with the Contractor.
15. CONSTRUCTION CONTRACTS: The Engineer shall prepare three (3) Contract Sets, circulate for execution, and distribute the executed originals. The contract value shall be based on the Contractor's bid for the project.

Expenses for the ENGINEER shall include mileage for site visits and meetings, miscellaneous reproduction costs, and postage costs as well as the other expenses listed in *Exhibit B – Breakdown of Fees – Jacobs Engineering Group Inc. – Engineering Design and Consulting*.

#### **ARTICLE D – GENERAL ADMINISTRATION**

At the scoping meeting, it was determined that no services were necessary under this article. Should these services be requested, a supplemental agreement would be required to add the services to the Contract.

#### **ARTICLE E – CONSTRUCTION ADMINISTRATION**

The duration of the Construction Contract and the degree of cooperation and competence of the Contractor will influence the time and level of effort required of the ENGINEER to provide

Construction Administration services to the OWNER. It has been assumed that the construction duration will be sixty (60) days. The actual construction duration may vary from these assumptions, and the level of effort, and compensation, will vary accordingly. Further, it is assumed that the Contractor performing the work is cooperative and performs in a reasonable and customary manner. In no case shall the fees for Construction Administration exceed the total amount stated in *Exhibit B – Breakdown of Fees – Jacobs Engineering Group Inc. – Engineering Design and Consulting*, without the execution of a SUPPLEMENTAL AGREEMENT.

The ENGINEER shall provide Construction Administration Services to the OWNER to assist in the management of the construction phase of this project.

The work of the ENGINEER shall include:

1. **PRE-CON MEETING (PRIOR TO NTP):** The Engineer shall schedule, organize, attend, and manage a Pre-Construction Conference at the Airport for the purposes of construction and safety. It is assumed that this meeting will be held prior to the issuance of the Notice to Proceed (NTP). It is assumed that there will be one (1) meeting.
2. **OWNER COORDINATION:** The Engineer shall coordinate the construction activities with the OWNER. This task assumes an active construction duration of nine (9) weeks. It is assumed that daily construction activity coordination will be performed by phone, e-mail, and fax. On-site meetings will be under tasks listed below.
3. **SHOP DRAWINGS:** The Engineer shall process shop drawings, certificates of compliance, and other Contractor submittals. This task assumes that the project will generate approximately sixty (60) submittals. Work under this task includes: preparation of project submittal logs, record each submittal upon receipt from Contractor, distribution of submittal to third party (if required), review of each submittal for compliance to the applicable specifications, provide written justification for submittal revisions and/or rejection (if required), review of third party review comments (if required), record review status of each submittal on the submittal log, and distribution of reviewed submittals to Contractor and Resident Engineer.
4. **REVIEW PAY REQUESTS:** The Engineer shall review and process Contractor's Pay Requests. This task assumes that the Contractor will submit three (3) pay requests, two (2) over the course of construction and one (1) to release retainage. The task assumes that the Contractor and Resident Engineer have agreed to the payment quantities. Review pay request for completeness and compliance to specification requirements. Forward to the Owner upon approval.
5. **CONSTRUCTION PROGRESS MEETINGS:** The Engineer shall schedule, organize, attend (both in-person and via phone), and manage construction progress meetings (CPMs) at the Airport. Due to the complexity of the project and as the project will affect Airport operations, bi-weekly job meetings are proposed, estimated to total five (5) meetings.
6. **CHANGE ORDERS:** The Engineer shall process change orders if requested by the Contractor or required by the OWNER. This task shall include coordination with the contractor, agencies and airport, review of the change order request, negotiation of the change order, preparing the change order, and processing the change. It is assumed that two (2) change orders will be processed for this project.
7. **REVIEW PAYROLLS:** The Engineer shall review state and federal wage rates and prepare the prevailing rate for each job classification anticipated for the project and amend rate sheet when



new classifications are submitted on the certified payrolls by the Contractor. Review certified payrolls from the Contractor and all subcontractors and retaining copies for the OWNER's records. Return unacceptable certified payrolls to the Contractor and track certified payrolls to verify that payrolls are received for each workweek.

8. REVIEW OSHA: The Engineer shall review that OSHA cards have been submitted for each individual listed on each certified payroll submitted by the Contractor and all subcontractors.
9. RE SUPPORT AND COORDINATION: The Engineer shall provide assistance and support to the Resident Engineer and answer questions on Plan interpretations and minor changes.
10. CONTRACTOR'S RFI'S: The Engineer shall respond to Contractor's questions, requests for information (RFI), and proposed project changes. It is assumed that ten (10) formal requests for information will be prepared and distributed to the Airport, and Contractor.
11. FINAL INSPECTION: The Engineer shall schedule, organize, attend, and manage a Final Inspection with Airport. Both the Project Manager and Resident Engineer will attend the Final Inspection.
12. SUBSTANTIAL COMPLETE: The Engineer shall issue a substantial completion letter after completion of a satisfactory final inspection.
13. PUNCH LIST: Upon written request for substantial completion from the Contractor, the Engineer shall prepare a project punch list and distribute to the Contractor and Airport.
14. PUNCH LIST FOLLOW-UP: The Engineer shall coordination and follow-up with the Contractor for a schedule to complete the punch list items. It is assumed that two (2) follow-up consultations with the Contractor will be required.
15. PUNCH LIST SITE REVIEW: The Engineer shall visit the Airport to review the completeness of the punch list. It is assumed that one (1) visits will be required.
16. UPDATE PUNCH LIST: After the Final Inspection, the Engineer shall update the punch list with any deficiencies identified during the Final Inspection and follow-up with Contractor to complete the punch list.
17. AS-BUILT PLANS: The Engineer shall prepare and sign "as-built" Plans prepared from information and survey data provided by the Contractor and input from the Resident Engineer. Distribute copies to the Owner. Provide electronic copies in AutoCAD 2013 or similar format and electronically (PDF) on CD's.
18. PROJECT CLOSEOUT: The Engineer shall coordinate, prepare, and submit project closeout documentation including the required FAA forms, MassDOT forms, material testing summaries, final payment vouchers, final reimbursement requests, project photographs, as-built drawings, certifications, financial information, and any other documentation required by the FAA and/or MassDOT/AD.

Expenses for the ENGINEER shall include mileage for site visits and meetings, miscellaneous reproduction costs, and postage costs as well as the other expenses listed in *Exhibit B – Breakdown of Fees – Jacobs Engineering Group Inc. – Engineering Design and Consulting*.

The Engineer shall subcontract with the fire suppression and fueling systems subs, Code Red and Wilcox & Barton, to provide specialized inspection services for the field services required for the construction associated with this project. A copy of the scope of work for field services to be provided by the fire suppression subconsultant is included in *Appendix A – Breakdown of Fees – Code Red Consultants – Fire Suppression and Protection*. A copy of the scope of work for field services to be provided by the fueling system is included in *Appendix B – Breakdown of Fees – Wilcox & Barton – Fueling Systems*.

## **ARTICLE F – FIELD ENGINEERING REPRESENTATIVE SERVICES**

The duration of the Construction Contract and the degree of cooperation and competence of the Contractor will influence the time and level of effort required of the ENGINEER to provide Resident Engineering services to the OWNER. It has been assumed that the construction duration will be sixty (60) days. The actual construction duration may vary from these assumptions, and the level of effort, and compensation, will vary accordingly. Further, it is assumed that the Contractor performing the work is cooperative and performs in a reasonable and customary manner. In no case shall the fees for Resident Engineering exceed the total amount stated in *Exhibit B – Breakdown of Fees – Jacobs Engineering Group Inc. – Engineering Design and Consulting*, without the execution of a SUPPLEMENTAL AGREEMENT.

The Airport's peak makes it challenging to perform construction from mid May to mid or late September. As such, it is anticipated that construction for this project will occur as follows:

- NOA – April 2020
- NTP – April 2020\* \* - Administrative NTP likely for long lead items
- Start Construction – September 2020
- Complete Construction – Prior to November 22, 2020

The ENGINEER shall provide **part-time**, on-site Resident Engineering Services to the OWNER to observe construction for reasonable conformity with the Contract Documents to the extent of the customary practice of professional engineers for this work. It is assumed that the Contract period for the construction of this project will be sixty (60) calendar days. The resident engineer will require the following services:

### Pre-Construction (4 days)

- 1.1 Two (2) days for layout and project startup prior to the start of construction
- 1.2 One (1) day for the required Pre-Construction Conferences
- 1.3 One (1) day for miscellaneous contractor requests

### During Construction (18 days)

- 2.1 Fourteen (14) workdays required for Resident Engineering Services.
  - 14 Weekdays (Monday through Friday)
  - 0 Weekends (Saturday only)
- 2.2 Two (2) workdays required for Electrical Engineering Services.
- 2.3 Two (2) workdays Structural Engineering Services

Post-Construction (5 days)

- 3.1 One (1) day for final inspection.
- 3.2 Two (2) days for follow-up and to monitor punch list work.
- 3.3 Two (2) days for the review of "as-built" Plans, record keeping, and project close out.

The Resident Engineer's responsibilities shall be as enumerated in the Construction Contract Documents and shall include:

- Preparation of daily reports.
- Coordination of daily construction activities.
- Maintenance of estimates of construction quantities.
- Review of pay request quantities and change order requests from the Contractor and forwarding of acceptable requests to the ENGINEER for further processing.
- Acting as the Owner's representative on the construction site.
- Coordination between the Contractor and the Owner, and other Airport users.
- Attendance at all project meetings during construction.
- Preparation of job meeting agenda and meeting minutes.
- Observation of construction.

Expenses for the ENGINEER shall include mileage to and from the job site, mileage while on the job site, lodging and meals (assume federal per diem rate), as well as the other expenses listed in *Exhibit B – Breakdown of Fees – Jacobs Engineering Group Inc. – Engineering Design and Consulting*.

**ARTICLE G – PROJECT SCHEDULE**

The tentative complete project schedule (design) is as follows:

	<b>TASK NAME</b>	<b>DATE</b>
1	Draft Scope of Work	09/30/2019
2	Final Scope of Work	12/03/2019
3	Draft Engineering Fee	12/05/2019
4	Negotiate Contract	12/11/2019
5	Notice to Proceed*	09/01/2019
6	Start Design	09/01/2019
7	Code Review Memo	12/20/2019
8	50% Design Submission	12/20/2019

9	50% Design Review Meeting	01/06/2020
10	50% Design Review Comments Received	01/06/2020
11	90% Design Submission	02/03/2020
12	90% Design Review Meeting	02/07/2020
13	90% Design Review Comments Received	02/10/2020
14	100% Design Submission	02/21/2020
15	Advertise Bid Documents	03/01/2020
13	Bid Opening	03/25/2020
14	Notice of Award	04/01/2020
15	Construction Contracts	04/08/2020
16	Notice to Proceed	04/15/2020
17	Start Construction	09/15/2020
18	Substantial Completion	11/14/2020
19	Final Inspection	11/21/2020
20	Complete Construction	11/23/2020
21	Project Close-Out	12/31/2020

\* - A preliminary Notice to Proceed was issued to the Engineer on 9/1/19.

## **ARTICLE H – PROJECT DELIVERABLES**

The following deliverables are to be provided by the Engineer in accordance with Articles A through F:

### **Article A – Project Management and**

- \* Scoping Meeting Agenda and Minutes
- \* Draft and Final Scope of Work
- \* Draft and Final Engineering Fee
- \* Draft and Final Engineering Agreements
  - \* Subconsultant Agreements
  - \* Kick-Off Meeting Agenda and Minutes
- \* Project Meeting Agenda and Minutes

### **Article B – Design**

#### Task 1 – Code Review

- \* Code Review Memo

Task 2 – Fire Suppression System Replacement

- \* 50% Design Plans, Specs and EEOC
- \* 90% Design Plans, Specs and EEOC
- \* 100% Design Plans, Specs and EEOC
- \* Responses to Design Submissions (50% and 90%) review comments

Task 3 – Fuel System Upgrades

- \* 50% Design Plans, Specs and EEOC
- \* 90% Design Plans, Specs and EEOC
- \* 100% Design Plans, Specs and EEOC
- \* Responses to Design Submissions (50% and 90%) review comments

Task 4 – Structural and Architectural Improvements

- \* 90% Design Plans, Specs and EEOC
- \* 100% Design Plans, Specs and EEOC
- \* Responses to Design Submission (90%) review comments

Task 5 – SPCC Update

- \* Draft SPCC update
- \* Final SPCC update

**Article C – Bidding and Arrangements for Construction**

- Advertisement for Bids
- Central Register Notice
- Plans and Specifications to Plan Review Houses
- Pre-Bid Conference Agenda
- Bid Tabulation
- Bid Review Letter
- Contract Sets
- Bid Sets
- Addenda (if necessary)

**Article D – General Administration**

- \* Not used

**Article E. – Construction Administration**

- Pre-Construction Meeting Agenda and Graphic
- Shop Drawing Submittal Log(s)
- Pay Requests
- Job Meeting Agendas and Minutes
- Monthly Coordination Meeting Agendas
- Change Order(s), two (2), if required
- Certified Payroll Review Book
- Punch Lists
- “As-Built” Plans

**Article F. – Field Engineering Representative Services**

Task 1 – Resident Engineering

- Daily Reports
- Monthly Reports
- Sub Reports

**END OF EXHIBIT A – SCOPE OF WORK**



**EXHIBIT B – BREAKDOWN OF FEES**

**JACOBS ENGINEERING GROUP INC.**

*Engineering Design and Consulting*

**NANTUCKET MEMORIAL AIRPORT (ACK)**  
**Nantucket Airport Commission - Town of Nantucket, Massachusetts**

Project:

**FUEL FARM UPGRADES - PHASE III**  
**AIP NO: N/A - Airport Funded**  
**December 29, 2019**

**FEE SUMMARY**

<b>Lump Sum Articles</b>	<b>Hours*</b>	<b>Fee</b>
<b>Article A: Project Development and Management</b>	<b>92</b>	<b>\$16,449</b>
<b>Article B: Design</b>	<b>605</b>	<b>\$169,069</b>
<i>Task 1 - Code Review</i>	8	\$5,791
<i>Task 2 - Fire Suppression System Replacement</i>	184	\$73,138
<i>Task 3 - Fueling System Upgrades</i>	83	\$44,596
<i>Task 4 - Structural and Architectural Improvemnts</i>	322	\$37,121
<i>Task 5 - SPCC Update</i>	8	\$8,423
<b>Article C: Advertising and Bidding</b>	<b>84</b>	<b>\$21,785</b>
<b>Article D: General Administration</b>	<b>Not Included</b>	
<b>Total Lump Sum Fee</b>	<b>781</b>	<b>\$207,303</b>

\* Hours shown do not include subconsultant(s) efforts

<b>Cost Plus Articles</b>	<b>Hours*</b>	<b>Fee</b>
<b>Article E: Construction Administration</b>	<b>217</b>	<b>\$86,679</b>
<b>Article F: Field Engineering Representative Services</b>	<b>248</b>	<b>\$43,205</b>
<i>Task 1 - Resident Engineering</i>	248	\$43,205
<b>Total Cost Plus Fee</b>	<b>465</b>	<b>\$129,884</b>

\* Hours shown do not include subconsultant(s) efforts

<b>TOTAL PROJECT FEE</b>	<b>1,246</b>	<b>\$337,187</b>
<i>ACK Share</i>	100%	\$337,187

NANTUCKET MEMORIAL AIRPORT (ACK)  
Nantucket Airport Commission - Town of Nantucket, Massachusetts

## FUEL FARM UPGRADES - PHASE III

AIP NO: N/A - Airport Funded

## Article A: Project Development and Management

#####

Task ID	WORK ITEM	Principal in Charge	Project Manager	Project Engineer	Civil Engineer	Electrical Engineer	Environ. Specialist	CADD	Admin Assistant	TOTAL
1	SCOPING MEETING		1		2					3
2	SCOPE OF WORK		2							2
3	SOLICITATION OF PROPOSALS		2		4					6
4	PROPOSED ENGINEERING FEE		4							4
5	NEGOTIATE PROJECT SCOPE AND FEE		1							1
6	ENGINEERING CONTRACTS		2							2
7	REVIEW RECORD DRAWINGS AND REPORTS		2		4					6
8	PROJECT KICK-OFF MEETING		2		2	2				6
9	PROJECT TEAM COORDINATION		16		16					32
10	OWNER COORDINATION (reduced by 50%)		4							4
11	PROJECT MEETINGS (reduced to 2)		20		10					30
12	PROJECT FILES		2		8	4				14
13	QUALITY ASSURANCE AND QUALITY COMPLIANCE (QA/QC) (reduced by 50%)		2		4					6
	TOTAL HOURS	0	60	0	50	6	0	0	0	92
	RATE	\$100	\$70	\$55	\$45	\$55	\$60	\$40	\$27	
	PAYROLL ESTIMATE	\$0	\$4,200	\$0	\$2,250	\$330	\$0	\$0	\$0	\$6,780

<u>Subconsultants</u>										<b>TOTAL PAYROLL</b>	<b>\$6,780</b>
None			\$0							Overhead 105.80%	\$7,173
										Subtotal	\$13,953
			\$0							Profit 12%	\$1,674
										Payroll Fee	\$15,628
										Subconsultants	\$0
										Expenses	\$821
										Fee Total	\$16,449

Task ID	Expenses:	
11	Flights (@ \$250/flight) x 2 flight x 1 people	\$500
	Meals (\$25 / day) x 2 people	\$50
4&5	Field supplies	\$150
1-7	Reprographics	\$121
	Total Expenses	\$821

#REF!	\$16,449
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### FUEL FARM UPGRADES - PHASE III

**AIP NO: N/A - Airport Funded**

### Task 1 - Code Review

\\nosfil11\nai\_proj\NANTUCKET AIRPORT\2020\E2X75710\200 Contract Phase\002\_ACK Fuel Farm\_Fee\_122819

NANTUCKET MEMORIAL AIRPORT (ACK)  
Nantucket Airport Commission - Town of Nantucket, Massachusetts

## FUEL FARM UPGRADES - PHASE III

AIP NO: N/A - Airport Funded

## Article B: Design

## Task 2 - Fire Suppression System Replacement

Task ID	WORK ITEM	Principal in Charge	Project Manager	Project Engineer	Civil Engineer	Electrical Engineer	Environ. Specialist	CADD	Admin Assistant	TOTAL
1	MEETING (REDUCED 50%)		4							4
2	SITE INVENTORY (REDUCED 50%)		2							2
3	HYDRANT TEST (REDUCED 50%)		8							8
4	50% TIER 1 DOCUMENTS		4							4
5	50% TIER 1 DESIGN REVIEW MEETING		8		2					10
6	90% TIER 1 DOCUMENTS		1		2	40		40		83
7	100% TIER 1 DOCUMENTS		2		4	32		24		62
8	CONSTRUCTION SCHEDULE		1		2	4				7
9	QTO AND EEOC		2		2					4
	TOTAL HOURS	0	32	0	12	76	0	64	0	184
	RATE	\$100	\$70	\$55	\$45	\$55	\$60	\$40	\$27	
	PAYROLL ESTIMATE	\$0	\$2,240	\$0	\$540	\$4,180	\$0	\$2,560	\$0	\$9,520

<u>Subconsultants</u>		TOTAL PAYROLL \$9,520	
Code Red	\$50,000	Overhead 105.80%	\$10,072
	\$50,000	Subtotal	\$19,592
		Profit 12%	\$2,351
		Payroll Fee	\$21,943
		Subconsultants	\$50,000
		Expenses	\$1,195
		Fee Total	\$73,138

Task ID	Expenses:	
3, 5	Flights (@ \$250/flight) x 1 flight	\$500
	Meals (\$25 / day) x 1 person	\$50
1	Field supplies	\$145
1-20	Reprographics	\$500
	Total Expenses	\$1,195

pression System Replacement - Total Fee =	\$73,138
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NANTUCKET MEMORIAL AIRPORT (ACK)  
Nantucket Airport Commission - Town of Nantucket, Massachusetts

## FUEL FARM UPGRADES - PHASE III

AIP NO: N/A - Airport Funded

## Article B: Design

## Task 3 - Fueling System Upgrades

Task ID	WORK ITEM	Principal in Charge	Project Manager	Project Engineer	Civil Engineer	Electrical Engineer	Environ. Specialist	CADD	Admin Assistant	TOTAL
1	MEETING					8				8
2	SITE INVENTORY		1		4					5
3	JET A REDUNDANCY		2		4					6
4	JET A REPLACEMENT		2		4					6
5	JET A PHASING		2		4					6
6	AVGAS REPLACEMENT (50% REDUCE)		1		2					3
7	50% DESIGN DOCUMENTS (50% REDUCE)	1	4							5
8	50% DESIGN REVIEW MEETING (COVERED in B.2)									0
9	90% DESIGN DOCUMENTS	1	2		8					11
10	100% DESIGN DOCUMENTS	1	4		8					13
11	CONSTRUCTION SCHEDULE		2		2					4
12	QTO AND EEOC		2		4					6
13	DESIGN QA/QC	1	1		8					10
TOTAL HOURS		4	23	0	48	8	0	0	0	83
RATE		\$100	\$70	\$55	\$45	\$55	\$60	\$40	\$27	
PAYROLL ESTIMATE		\$400	\$1,610	\$0	\$2,160	\$440	\$0	\$0	\$0	\$4,610

Subconsultants

Wilcox and Barton

\$32,500

\$32,500

## TOTAL PAYROLL \$4,610

Overhead 105.80% \$4,877

Subtotal \$9,487

Profit 12% \$1,138

Payroll Fee \$10,626

Subconsultants \$32,500

Expenses \$1,470

Fee Total \$44,596

## Task ID Expenses:

1	Flights (@ \$250/flight) x 1 flight	\$250
	Meals (\$25 / day) x 1 person	\$25
8	Flights (@ \$250/flight) x 1 flight x 2 people	\$500
	Meals (\$25 / day) x 2 people	\$50
1	Field supplies	\$145
1-15	Reprographics	\$500
Total Expenses		\$1,470

k 3 - Fueling System Upgrades - Total Fee = \$44,596

NANTUCKET MEMORIAL AIRPORT (ACK)  
Nantucket Airport Commission - Town of Nantucket, Massachusetts

## FUEL FARM UPGRADES - PHASE III

AIP NO: N/A - Airport Funded

## Article B: Design

## Task 4 - Structural and Architectural Improvemnts

Task ID	WORK ITEM	Principal in Charge	Project Manager	Project Engineer	Civil Engineer	Electrical Engineer	Environ. Specialist	CADD	Admin Assistant	TOTAL
1	SITE INVENTORY		2		4					6
2	IMPROVEMENT DESIGN		8		24					32
3	75% DESIGN DOCUMENTS	1	16	40	40			40	4	141
4	75% DESIGN REVIEW MEETING				8					8
5	100% DESIGN DOCUMENTS		1	24	24			40	16	105
6	CONSTRUCTION SCHEDULE		1	4	4					9
7	QTO AND EEOC	1	1	4	4			2		12
8	DESIGN QA/QC	1	8							9
TOTAL HOURS		3	37	72	108	0	0	82	20	322
RATE		\$100	\$70	\$55	\$45	\$55	\$60	\$40	\$27	
PAYROLL ESTIMATE		\$300	\$2,590	\$3,960	\$4,860	\$0	\$0	\$3,280	\$540	\$15,530

<u>Subconsultants</u>										<b>TOTAL PAYROLL</b>	<b>\$15,530</b>
None										Overhead 105.80%	\$16,431
										Subtotal	\$31,961
										Profit 12%	\$3,835
										Payroll Fee	\$35,796
										Subconsultants	\$0
										Expenses	\$1,325
										Fee Total	\$37,121

<b>Task ID</b>	<b>Expenses:</b>										
4	Flights (@ \$250/flight) x 2 flight	\$500									
	Meals (\$25 / day) x 2 person	\$50									
4	Flights (@ \$250/flight) x 1 flight	\$250									
	Meals (\$25 / day) x 1 person	\$25									
	Reprographics	\$500									
	Total Expenses	\$1,325									

										<b>and Architectural Improvemnts - Total Fee =</b>	<b>\$37,121</b>
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### FUEL FARM UPGRADES - PHASE III

## Article B: Design

### Task 5 - SPCC Update

Task ID	WORK ITEM	Principal in Charge	Project Manager	Project Engineer	Civil Engineer	Electrical Engineer	Environ. Specialist	CADD	Admin Assistant	TOTAL
1	REVIEW SPCC (50% REDUCE)		2		2					4
2	UPDATE SPCC (50% REDUCE)		1		2					3
3	FINALIZE SPCC (50% REDUCE)		1							1
	<b>TOTAL HOURS</b>	0	4	0	4	0	0	0	0	8
	<b>RATE</b>	\$100	\$70	\$55	\$45	\$55	\$60	\$40	\$27	
	<b>PAYROLL ESTIMATE</b>	\$0	\$280	\$0	\$180	\$0	\$0	\$0	\$0	<b>\$460</b>

<u>Subconsultants</u>		<b>TOTAL PAYROLL</b>	<b>\$460</b>
VHB (See Appendix C)	\$7,363	Overhead	105.80% \$487
	\$7,363	Subtotal	\$947
		Profit	12% \$114
<b>Task ID</b>	<u>Expenses:</u>	Payroll Fee	\$1,060
	None	Subconsultants	\$7,363
		Expenses	\$0
		Fee Total	\$8,423

Total Expenses	\$0
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<b>Task 5 - SPCC Update - Total Fee =</b>	<b>\$8,423</b>
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NANTUCKET MEMORIAL AIRPORT (ACK)  
Nantucket Airport Commission - Town of Nantucket, Massachusetts

## FUEL FARM UPGRADES - PHASE III

AIP NO: N/A - Airport Funded

## Article C: Advertising and Bidding

Task ID	WORK ITEM	Principal in Charge	Project Manager	Project Engineer	Civil Engineer	Electrical Engineer	Environ. Specialist	CADD	Admin Assistant	TOTAL
1	BID DOCUMENTS (REDUCED)		4			8		8	16	36
2	AD FOR BID		1		2				1	4
3	DISTRIBUTE BIDS DOCS TO VIEWING ROOMS		1		2				2	5
4	DISTRIBUTE BIDS DOCS TO CONTRACTORS (50% REDUCE)		1		2				2	5
5	PLAN HOLDER'S LIST (50% REDUCE)								2	2
6	PRE-BID MEETING		8	12						20
7	PRE-BID MEETING MINUTES		1		2					3
8	BIDDER'S QUESTIONS		2	4		2	2	2		12
9	ADDENDA (ASSUME 2)		2	4					4	10
10	BID OPENING		2							2
11	BID TAB		1	4						5
12	BID REVIEW		1	2						3
13	BID REVIEW LETTER		1	2						3
14	NOTICE OF AWARD		1		1					2
15	CONSTRUCTION CONTRACTS		2		2				4	8
TOTAL HOURS		0	28	28	11	10	2	10	15	84
RATE		\$100	\$70	\$55	\$45	\$55	\$60	\$40	\$27	
PAYROLL ESTIMATE		\$0	\$1,960	\$1,540	\$495	\$550	\$120	\$400	\$405	\$5,470
<b>Subconsultants</b> Code Red \$4,500 Barton and Wilcox \$4,000 \$8,500										<b>TOTAL PAYROLL \$5,470</b> Overhead 105.80% \$5,787 Subtotal \$11,257 Profit 12% \$1,351 Payroll Fee \$12,608 Subconsultants \$8,500 Expenses \$677 Fee Total \$21,785
<b>Task ID Expenses:</b> 6 Flights (@ \$250/flight) x 1 flight x 2 people \$500 Meals (\$25 / day) x 1 days x 2 people \$50 1-15 Reprographics \$127 Total Expenses \$677										<b>Article C: Advertising and Bidding - Total Fee = \$21,785</b>

NANTUCKET MEMORIAL AIRPORT (ACK)  
Nantucket Airport Commission - Town of Nantucket, Massachusetts

## FUEL FARM UPGRADES - PHASE III

AIP NO: N/A - Airport Funded

## Article D: General Administration

Task ID	WORK ITEM	Principal in Charge	Project Manager	Project Engineer	Civil Engineer	Electrical Engineer	Environ. Specialist	CADD	Admin Assistant	TOTAL
1	PRE-DESIGN MEETING									0
2	SCOPE OF WORK									0
3	PROPOSED ENGINEERING FEE									0
4	IFE ASSISTANT				Article Not Included					0
5	NEGOTIATE PROJECT SCOPE AND FEE									0
6	ENGINEERING CONTRACTS									0
7	PROJECT READINESS FORM (PRF)									0
8	MASSDOT PRE-APPLICATION									0
9	PROJECT NOTIFICATION FORM									0
10	CLEARINGHOUSE LETTERS									0
11	FAA GRANT APPLICATION									0
12	MASSDOT GRANT APPLICATION									0
13	REIMBURSEMENT PACKAGES (15 RR/PV)									0
14	PROJECT EXPENDITURES									0
15	DBE PLAN UPDATE									0
16	AIRPORT COMMISSION MEETINGS (12 meetings)									0
17	PROJECT COORDINATION									0
18	PROJECT FILES									0
19	PROJECT CLOSEOUT									0
	TOTAL HOURS	0	0	0	0	0	0	0	0	0
	RATE	\$100	\$70	\$55	\$45	\$55	\$60	\$40	\$27	
	PAYROLL ESTIMATE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
								TOTAL PAYROLL		\$0
								Overhead	105.80%	\$0
								Subtotal		\$0
								Profit	12%	\$0
								Payroll Fee		\$0
								Subconsultants		\$0
								Expenses		\$0
								Fee Total		\$0
Task ID	Expenses:									
1	Mileage (100 mi @ .54/mi) x 1 trip	\$0								
	Meals (\$25 / day) x 1 day x 2 people	\$0								
16	Flights (@ \$250/flight) x 12 flights	\$0								
	Meals (\$25 / day) x 12 days	\$0								
1-20	Reprographics	\$0								
Total Expenses		\$0								
					Article D: General Administration - Total Fee = \$0					

NANTUCKET MEMORIAL AIRPORT (ACK)  
Nantucket Airport Commission - Town of Nantucket, Massachusetts

## FUEL FARM UPGRADES - PHASE III

AIP NO: N/A - Airport Funded

## Article E: Construction Administration

Task ID	WORK ITEM	Principal in Charge	Project Manager	Project Engineer	Civil Engineer	Electrical Engineer	Environ. Specialist	CADD	Admin Assistant	TOTAL
1	PRE-CON MEETINGS (PRIOR TO NTP)		8						4	12
2	OWNER COORDINATION (50% REDUCE)		8		4					12
3	SHOP DRAWINGS (MAJOR REDUCTION)		4			8				12
4	REVIEW PAY REQUESTS		2		6				6	14
5	CONSTRUCTION PROGRESS MEETINGS (ASSUME 5, 1 IN PERSON)		16		5	5				26
6	CHANGE ORDERS (ASSUME 2)		2	4					2	8
7	REVIEW PAYROLLS				8				4	12
8	REVIEW OSHA				2				2	4
9	RE SUPPORT AND COORDINATION	4	4		4			4	8	24
10	CONTRACTOR'S RFIS (assume 10)		8			8		4		20
11	FINAL INSPECTION		8			8				16
12	SUBSTANTIAL COMPLETION		1						1	2
13	PUNCH LIST		1	2						3
14	PUNCH LIST FOLLOW-UP (50% REDUCE)		1	2						3
15	PUNCH LIST SITE REVIEW		2	10						12
16	UPDATE PUNCH LIST			2						2
17	AS-BUILT PLANS		1		4	2		16		23
18	PROJECT CLOSEOUT		2		8				2	12
TOTAL HOURS		4	68	20	41	31	0	24	29	217
RATE		\$100	\$70	\$55	\$45	\$55	\$60	\$40	\$27	
PAYROLL ESTIMATE		\$400	\$4,760	\$1,100	\$1,845	\$1,705	\$0	\$960	\$783	\$11,553
<b>Subconsultants</b> Wilcox and Barton \$33,500 Code Red \$25,000 \$58,500										<b>TOTAL PAYROLL \$11,553</b> Overhead 105.80% \$12,223 Subtotal \$23,776 Profit 12% \$2,853 Payroll Fee \$26,629 Subconsultants \$58,500 Expenses \$1,550 Fee Total \$86,679
<b>Task ID</b>	<b>Expenses:</b>									
1	Flights (@ \$250/flight) x 1 flight x 1 people	\$250								
	Meals (\$25 / day) x 1 day x 1 people	\$25								
5	Flights (@ \$250/flight) x 1 flights	\$250								
	Meals (\$25 / day) x 1 days	\$25								
11	Flights (@ \$250/flight) x 2 flights	\$500								
	Meals (\$25 / day) x 2 people	\$50								
15	Flights (@ \$250/flight) x 1 flights	\$250								
	Meals (\$25 / day) x 1 days	\$25								
1-30	Reprographics	\$175								
Total Expenses		\$1,550								
Article E: Construction Administration - Total Fee =										\$86,679

NANTUCKET MEMORIAL AIRPORT (ACK)  
Nantucket Airport Commission - Town of Nantucket, Massachusetts

## FUEL FARM UPGRADES - PHASE III

AIP NO: N/A - Airport Funded

## Article F: Field Engineering Representative Services

## Task 1 - Resident Engineering

Task ID	WORK ITEM	Principal in Charge	Project Manager	Project Engineer	Civil Engineer	Electrical Engineer	Resident Engineer	CADD	Admin Assistant	TOTAL
<b>Pre-Construction</b>										
1.1	Project Startup (2 days) - (Assume 8 hrs/day)						16			16
1.2	Pre-Construction Conferences (1 meetings) - (Assume 10 hrs/day)						10			10
1.3	Miscellaneous (1 days) - (Assume 10 hrs/day)						10			10
<b>During Construction</b>										
2.1	On-site RE (Weekdays - M-F - 2 days/wk, 7wk) - (Assume 9 hrs/day)						126			126
	On-site RE (Saturdays - 0 days) - (Assume 8 hrs/day)						0			0
2.2	Electrical Engineer Field (2 days) - (Assume 9 hrs/day)					18				18
2.3	Structural Engineer Field (2 days) - (Assume 9 hrs/day)					18				18
<b>Post-Construction</b>										
3.1	Final Inspection (1 day) - (Assume 10 hrs/day)						10			10
3.2	Follow-up Monitoring of Punchlist (2 days) - (Assume 10 hrs/day)						20			20
3.3	As-Builts, Record Keeping, Closeout (2 days) - (Assume 10 hrs/day)						20			20
<b>TOTAL HOURS</b>		0	0	0	0	36	212	0	0	248
<b>RATE</b>		\$100	\$70	\$55	\$45	\$55	\$53	\$40	\$27	
<b>PAYROLL ESTIMATE</b>		\$0	\$0	\$0	\$0	\$1,980	\$11,236	\$0	\$0	\$13,216
<div> <div> <b>Subconsultants</b>  None <div> \$0 \$0 </div> </div> <div> <b>* See breakdown of RE expenses on following sheet</b> </div> </div> <div> <div> <b>TOTAL PAYROLL</b> \$13,216  Overhead 93.25% \$12,324  Subtotal \$25,540  Profit 12% \$3,065  Payroll Fee \$28,605  Subconsultants \$0  Expenses* \$14,600  Fee Total \$43,205 </div> </div>										
<b>Task 1 - Resident Engineering - Total Fee =</b>										<b>\$43,205</b>

NANTUCKET MEMORIAL AIRPORT (ACK)  
Nantucket Airport Commission - Town of Nantucket, Massachusetts

## FUEL FARM UPGRADES - PHASE III

AIP NO: N/A - Airport Funded

## Article F: Field Engineering Representative Services

## Task 1 - Resident Engineering

## Breakdown of Resident Engineer Expenses

Pre-Construction		
Task ID	Expenses:	Cost
1.1	Flights (@ \$250/flight) x 1 flight	\$250
	Per Diem (@ \$250/day) x 4 days	\$750
	Car Rental (@ \$500/week) x 1 week	\$500
	Gas for Rental (@ \$50/week) x 1 week	\$50
Pre-Construction subtotal =		\$1,550

During Construction		
Task ID	Expenses:	Cost
2.1	Flights (@ \$250/flight) x 7 flights	\$1,750
	Per Diem (@ \$250/day) x 14 days	\$3,500
	Car Rental (@ \$500/week) x 7 weeks	\$3,500
	Gas for Rental (@ \$50/week) x 7 weeks	\$350
2.2	Flights (@ \$250/flight) x 2 flights	\$500
	Meals (\$25 / day) x 4 days	\$50
2.3	Flights (@ \$250/flight) x 4 flights	\$500
	Meals (\$25 / day) x 4 days	\$50
During Construction subtotal =		\$10,200

Post-Construction		
Task ID	Expenses:	Cost
3.1	Flights (@ \$250/flight) x 1 flight	\$250
	Meals (\$25 / day) x 1 day	\$25
3.2	Flights (@ \$250/flight) x 1 flights	\$250
	Per Diem (@ \$250/day) x 2 days	\$500
	Car Rental (@ \$100/day) x 2 days	\$200
Post-Construction subtotal =		\$1,225

Miscellaneous		
Task ID	Expenses:	Cost
4.1	Flights (@ \$250/flight) x 3 flights	\$750
	Meals (\$25 / day) x 3 days	\$75
All	Field Supplies	\$650
All	Postage, reprographics, and misc.	\$150
Miscellaneous subtotal =		\$1,625

Breakdown of Resident Engineer Expenses Total = \$14,600

**EXHIBIT B – BREAKDOWN OF FEES**

**APPENDIX A**

**Code Red Consultants**

*Fire Suppression and Protection*

September 25, 2019

Mr. Erik Strand  
Jacobs  
18 Tremont St  
Suite 700  
Boston, MA 02108

**RE: Nantucket Memorial Airport Fuel Tank Farm – Nantucket, MA**  
Proposal to Provide Fire Protection System Design Services

Dear Erik:

Code Red Consultants, LLC (Consultant) is pleased to provide this proposal for fire protection design services to Jacobs (Client) for the existing Nantucket Memorial Airport (ACK) fuel tank farm and associated loading / unloading rack. An existing foam deluge fire suppression system is currently protecting both the tank farm and tank vehicle loading / unloading rack; however, the system, including the associated diesel fire pump and fire alarm components are no longer functioning, as documented in the Inspection Reports prepared by Encore Fire Protection and dated March 29, 2019.

As discussed during our phone conversation of September 25, 2019, two options were identified regarding restoring fire protection to the fuel storage and loading rack areas:

- Option 1 is to replace the existing fire pump, controller, piping, foam proportioning, and fire alarm activating system with new equipment with a similar sequence of operation.
- Option 2 is to replace the existing system with a manually operated foam suppression system.

Option 1, full replacement of the existing system, intends to maintain the existing fire pump house and underground water service size and locations, this will be reviewed / confirmed as part of Consultant's analysis to determine if any adjustments to size and/or location are necessary. The general intent with the replacement system is to maintain the level of fire protection that the existing system originally intended unless upgrades are required in order to comply with current code. This option was discussed with Nantucket Airport and Nantucket Fire in May, 2019 and was conceptually approved at that time.

Option 2 proposes to decommission the existing fire suppression system, replacing it with a new piping arrangement which utilizes mobile fire apparatus to provide water for the system. This proposal has not been vetted by Nantucket Fire Department or the Nantucket Building Official, and would require their approval.

Included in this proposal are services related to surveying the existing conditions, conducting code and product research to determine the appropriate replacement fire protection systems, and serving as Fire Protection Engineer of Record for the new replacement fire protection systems from Design through Construction Administration. Code consulting services related to the fuel pumping / piping system upgrades that are occurring as part of this project are included as well.



It should be noted that coordination with multiple trades will be necessary to design the replacement fire protection systems. Consultant will act as Fire Protection Engineer of Record for the following aspects of the system:

Option 1:

- Above-ground fire suppression system design for the tank farm and loading / unloading rack
- Foam concentrate tank and proportioning equipment
- Fire pump, jockey pump, and foam concentrate pump (if required) serving the above-ground fire suppression system
- Above-ground fire protection system protecting the fire pump house.
- Fire alarm detection devices and notification appliances serving the fire suppression system protecting the tank farm and loading / unloading rack
- Fire alarm interface and monitoring of the above components

Option 2:

- Above-ground fire suppression system design for the tank farm and loading / unloading rack
- Foam concentrate tank and proportioning equipment
- Fire Department Connection manifold
- Fire alarm detection devices and notification appliances serving the fire suppression system protecting the tank farm and loading / unloading rack
- Fire alarm interface and monitoring of above components

Design of the following aspects of the system are not included in the Consultant's scope of work and Engineer of Record responsibilities will be by others:

- Electrical service to the fire pump house for all electrically operated components including, but not limited to, the fire pump, jockey pump, foam concentrate pump (if required) controllers and automatic transfer switches
- Connection of any new fire protection equipment (e.g. fire pump, etc.) to the emergency power source (i.e. generator)
- Design and integration of building management and controls systems with the fire protection systems (e.g. SCADA, BMS, etc.)
- New structural systems required to support fire protection system components (if required)
- Architectural and/or structural design of the fire pump house if reconstruction and/or relocation is necessary
- Lighting (normal and emergency), ventilation, heating, and drainage design of the fire pump house
- Underground piping design, including replacement / relocated water service for the new fire pump, if necessary
- Modifications to the existing tank farm and / or diked area to accommodate new equipment, Fire Department access, etc.

- Equipment (e.g. piping, tanks, pumps, etc.) associated with the fuel tanks and loading / unloading operations

Where “applicable codes” is referenced in this proposal, it shall include the following codes and standards as they relate to the fire protection system design, unless noted otherwise:

- 780 CMR, *Massachusetts State Building Code* (9<sup>th</sup> edition, based on 2015 *International Building Code*)
- 527 CMR 1.00, *Massachusetts Comprehensive Fire Safety Code* (based on 2015 NFPA 1 *Fire Code*)
- NFPA 13, *Standard for the Installation of Sprinkler Systems* (2013 edition)
- NFPA 11, *Standard for Low-, Medium, and High-Expansion Foam* (2010 edition)
- NFPA 16, *Standard for the Installation of Foam-Water Sprinkler and Foam-Water Spray Systems* (2015 edition)
- NFPA 20, *Standard for the Installation of Stationary Pumps for Fire Protection* (2013 edition)
- NFPA 30, *Flammable and Combustible Liquids Code* (2015 edition)
- NFPA 72, *National Fire Alarm & Signaling Code* (2013 edition)
- NFPA 407, *Standard for Aircraft Fuel Servicing* (2017 edition)

## **BASE SCOPE OF SERVICES**

### **Code Consulting**

1. Conduct code review of the existing fuel tank farm and associated loading / unloading rack with respect to the proposed upgrades to the existing fuel pump and piping system. Document code analysis in one (1) Code Review Memo that outlines any performance criteria that need to be met for the proposed upgrades. The Code Review Memo is intended to be used by the Client to assist in detailed design of such upgrades and should not be considered a detailed code review of the fuel tank farm and loading / unloading rack installation as it will not consider aspects of the current configuration that are intended to remain because they are unaffected by the fuel pumping and piping system upgrades.
2. Provide up to six (6) hours of general consulting services to perform miscellaneous tasks such as:
  - Participate in conference calls
  - Conduct code reviews
  - Respond to code questions
  - Perform other services at the request of the Client within the budgeted amount.

### **Fire Protection Design – Construction Documents**

3. Attend one (1) kick-off meeting at ACK with the Client, ACK personnel, and Nantucket Fire Department (NFD) to initiate discussions regarding the fire protection needs of the existing fuel tank farm and associated loading / unloading rack and conduct discuss options for system design.

4. Conduct product and manufacturer research to determine fire protection system equipment options that will meet or exceed the level of existing fire protection of the fuel tank farm and loading / unloading rack while meeting the needs of the project. For example, fluorine-free foam is desired by ACK for the replacement system and exposed equipment will need to be suitable for marine environments.
5. Coordinate and attend up to one (1) fire hydrant flow test to determine current water supply available to the site, if the Town does not have recent flow test data (within the past 1 year). It is anticipated that this flow test will be coordinated with Nantucket Fire Department.
6. Perform hydraulic calculations for the new fire protection system for the purposes of validating the fire protection design against the available water supply.
7. Prepare 50% Tier 1 Construction Documents, as detailed in 780 CMR Sections 901.2.1 and 907.1.1. It is assumed by this proposal that Tier 2 (shop drawings) and Tier 3 record documents (as-builts) will be produced by the selected Contractors in accordance with 780 CMR.

The 50% Tier 1 Construction Documents are intended for initial review of the proposed design of the replacement fire protection systems with ACK and/or NFD to ensure alignment with the basis of design, as well as coordination with other trades before moving forward with final design. The Tier 1 Construction Documents will include the following:

- a. Fire Protection Design Narrative as required by CMR 780. The narrative will describe the design methodology for the proposed new fire protection system work. The narrative will demonstrate design compliance with the applicable codes as it pertains to the fire suppression and fire alarm design aspects for the tank farm and associated loading / unloading rack. The Fire Protection Design Narrative will also include a summary table of the required Inspection, Testing, and Maintenance Frequencies for the fire protection equipment that is intended to complement the detailed Operations and Maintenance Manuals provided by the installing Contractors.
- b. Fire Suppression System Drawings for the replacement fire suppression system and equipment. Drawings will be prepared to a scale not less than 1/8", on sheets of uniform size. Drawings will include information essential for proper design and installation, including plan view, elevations, and sections of the fire pump house (i.e. fire pump, jockey pump, foam concentrate equipment, deluge valves, etc.), piping, control valve locations, nozzle locations, etc.
- c. Fire Alarm System Drawings for the replacement fire alarm equipment associated with the fuel tank farm and loading / unloading rack. Drawings will be prepared to a scale not less than 1/8", on sheets of uniform size. Drawings will include information essential for proper design and installation, including plan view of the fire pump house (i.e. locations of panels, modules, relays, etc.), detection device locations, notification appliance locations, interface with the existing FBO and/or ACK Firehouse fire alarm system, etc.

- d. Fire Suppression System Specifications which will provide detailed requirements for the installation of the fire suppression system for the fuel tank farm and associated loading / unloading racks in accordance with the applicable codes.
  - e. Fire Alarm System Specifications which will provide detailed requirements for the installation of the fire alarm system components associated with the fuel tank farm and loading / unloading racks fire suppression system in accordance with the applicable codes.
- 8. Attend one (1) meeting at ACK to review the 50% Tier 1 Construction Documents. Document with Meeting Minutes.
  - 9. Prepare updated 90% Tier 1 Construction Documents based on feedback received from ACK, NFD, and/or other members of the project team.
  - 10. Attend one (1) conference call to review the 90% Tier 1 Construction Documents. Document with Meeting Minutes.
  - 11. Prepare 100% Tier 1 Construction Documents based on feedback received from ACK, NFD, and/or other members of the project team and issue as signed / sealed Tier 1 Construction Documents. Included in the 100% Tier 1 Construction Document package will be the Initial Construction Control Affidavit for the fire protection systems.
  - 12. Provide up to eight (8) hours of general consulting time to answer miscellaneous questions pertaining to the fire protection design.

**Fire Protection – Bid / Permitting**

- 13. Attend up to one (1) pre-bid walk-through and meeting at ACK with the Contractors invited to bid on the scope of work. Provide Meeting Minutes.
- 14. Perform review of contractor's bid packages on the proposed fire protection systems work for the purposes of confirming design compliance. A letter will be prepared reviewing design compliance and any other relevant information.

**Fire Protection – Construction Administration**

- 15. Review Contractor-prepared Tier 2 Fire Suppression Shop Drawings (installation drawings), equipment submittals, hydraulic calculations, etc. for conformance to Tier 1 Construction Documents. A total of two (2) reviews are budgeted – one (1) initial submittal and one (1) resubmittal. Comments will be provided after each review in letter and/or PDF mark-up format.
- 16. Review Contractor-prepared Tier 2 Fire Alarm Shop Drawings (installation drawings), equipment submittals, battery calculations, voltage calculations, etc. for conformance to Tier 1 Construction Documents. A total of two (2) reviews are budgeted – one (1) initial submittal and one (1) resubmittal. Comments will be provided after each review in letter and/or PDF mark-up format.
- 17. Provide general consulting to respond to RFIs related to the fire protection and fire alarm system (up to 8 hours budgeted).

18. Perform up to two (2) site visits during construction to inspect the installation of the fire protection systems.
19. Attend pre-acceptance testing with the Contractors after installation of the fire protection systems is complete and the Contractors' testing certificates / record of completion forms have been received and reviewed by Consultant. One (1) full day of testing at ACK is included.
20. Attend final acceptance testing with NFD. One (1) full day of testing at ACK is included.
21. Review Contractor-prepared Tier 3 Fire Suppression Record Drawings for submittal completeness. Comments will be provided after each review in letter and/or PDF mark-up format.
22. Review Contractor-prepared Tier 3 Fire Alarm Record Drawings for submittal completeness. Comments will be provided after each review in letter and/or PDF mark-up format.
23. Issue Final Construction Control Affidavit for the fire protection systems.

### COMPENSATION

We propose to complete the scope of services above for a fixed lump sum fee of \$84,000 for all professional time, including expenses. The fee for Code Consulting, Fire Protection-Construction Documents, Fire Protection-Bidding/Permitting, and Fire Protection-Construction Administration are broken out as follows:

Code Consulting	=	\$4,500
Fire Protection – Construction Documents	=	\$50,000
Fire Protection – Bidding / Permitting	=	\$4,500
Fire Protection – Construction Administration	=	\$25,000
<b>TOTAL</b>	<b>=</b>	<b>\$84,000</b>

### TERMS AND CONDITIONS

The agreement between the Consultant and the Client includes the Consultant's Terms and Conditions, which are attached to this proposal and incorporated in their entirety. The Client acknowledges that it has received and reviewed the Consultant's Terms and Conditions and agrees to be bound thereby.

### APPROVAL

The pricing in this proposal remains valid for a period of 30 days. You may indicate your acceptance by signing a copy and returning it to us as authorization to proceed.

Sincerely,  
CODE RED CONSULTANTS



Jeremy Souza

Approved by:

Jacobs

---

Name

Date

## CODE RED CONSULTANTS LLC TERMS AND CONDITIONS

1. It is understood and agreed that these terms and conditions, together with the proposal by Code Red Consultants LLC ("CONSULTANT"), form the complete agreement between CONSULTANT and CLIENT for the specified scope of services (the "Services"). Terms set forth in other documents, including for example, a prime agreement, purchase order, requisition, or other notice or authorization to proceed, are inapplicable to the Services, except when specifically provided for in full on the face of such document and accepted in writing by CONSULTANT. CONSULTANT's acknowledgement of receipt or performance of work subsequent to receipt thereof, does not constitute acceptance of any terms or conditions other than those set forth herein. If terms and conditions contained herein and in the proposal by CONSULTANT are inconsistent with terms and conditions contained in other documents, the terms and conditions contained herein and in the proposal by CONSULTANT shall take precedence.
2. **CLIENT Information.** CLIENT shall furnish to CONSULTANT all drawings, including as-built fire protection system, architectural, structural, mechanical, electrical, and fixture plans, surveys, tests and other information pertaining to the design of the project. CLIENT understands and acknowledges that CONSULTANT relies on the completeness and accuracy of information supplied by CLIENT in order to perform the Services.
3. **Access.** CLIENT shall arrange for and make all provisions for CONSULTANT and its agents to enter and access the project site(s), and any and all premises reasonably necessary for the provision of the Services.
4. **Standard of Care.** CONSULTANT shall provide the Services in accordance with generally accepted professional practice consistent with the degree of skill and care ordinarily exercised by practicing design professionals performing similar services in the same locality, at the same site and under the same or similar circumstances. CONSULTANT makes no warranty or guarantee, express or implied, regarding the Services. CONSULTANT shall not be responsible for any construction means, methods, techniques, sequences or procedures. CONSULTANT shall not be responsible for the acts or omissions of CLIENT, CLIENT's other consultants, architects, engineers, contractors, subcontractors, their agents or employees, or other persons performing work or providing services. Notwithstanding, CONSULTANT will notify CLIENT if CONSULTANT becomes aware of errors, omissions or inconsistencies in the services or information provided by CLIENT or other consultants.
5. **CFSP Services.** If the Services include NFPA 241 deliverables, including Construction Fire Safety Programming ("CFSP"), CLIENT agrees that CONSULTANT shall not have any control over, charge of, or responsibility for the means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the implementation and enforcement of the CFSP. As a result, except for personal injuries or property damage caused by CONSULTANT's employees while performing services on the project site, CLIENT, its employees, agents, subcontractors, and insurers, forever waive and release CONSULTANT from claims, damages, losses and expenses arising out of or resulting from the implementation and enforcement of the CFSP, CLIENT, as the responsible party under NFPA 241 for the implementation and enforcement of the CFSP, shall indemnify and hold harmless CONSULTANT from and against claims, damages, losses and expenses arising out of or resulting from the implementation and enforcement of the CFSP.
6. **Payment.** Payment in full of each Invoice is due thirty (30) days following the date of the Invoice. In the event payment is not made when due, collection fees shall be assessed, including reasonable attorney's fees and interest accrued at 1.5% per month.
7. **Insurance.** CONSULTANT shall maintain the following insurance for the duration of this agreement: (1) general liability (\$1 million each occurrence/\$2 million aggregate); (2) automobile liability (\$1 million combined single limit); (3) umbrella liability (\$5 million each occurrence/aggregate); (4) workers compensation (per statutory limits); and (5) professional liability (\$2 million per claim/aggregate). CONSULTANT will furnish a certificate of insurance upon request. If requested by CLIENT, CONSULTANT will purchase additional insurance, beyond that which it normally carries, at CLIENT's expense.
8. **Waiver of Subrogation.** CONSULTANT and CLIENT waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages to the extent covered by any property or other insurance in effect whether during or after the project. CONSULTANT and CLIENT shall each require similar waivers from their contractors, consultants and agents.
9. **Indemnification.** CONSULTANT shall indemnify and hold CLIENT and CLIENT's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of CONSULTANT, its employees and its consultants in the performance of professional Services under this agreement. CLIENT shall indemnify and hold CONSULTANT and CONSULTANT's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of CLIENT, its employees, agents, contractors, subcontractors, and any other party for whom the CLIENT is responsible.
10. **Hazardous Materials.** CONSULTANT shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the project site. Accordingly, CLIENT agrees to assert no claims against CONSULTANT, its principals, agents, employees

and consultants, if such claim is based, in whole or in part, upon the negligence, breach of contract, breach of warranty, indemnity or other alleged obligation of CONSULTANT or its consultants, and arises out of or in connection with the detection, assessment, abatement, identification or remediation of hazardous materials, pollutants or asbestos at, in, under or in the vicinity of the project site. CLIENT shall defend, indemnify and hold harmless CONSULTANT, its principals, agents, employees, and consultants and each of them, from and against any and all costs, liability, claims, demands, damages or expenses, including reasonable attorneys' fees, with respect to any such claim or claims described in the preceding sentence, whether asserted by CLIENT or any other person or entity. CONSULTANT shall not be liable for any damages or injuries of any nature whatsoever, due to any delay or suspension in the performance of the Services caused by or arising out of the discovery of hazardous substances or pollutants at the project site. Notwithstanding, CONSULTANT agrees that it will promptly notify CLIENT if it becomes aware of the existence of such hazardous materials or toxic substances.

11. **Termination/Suspension.** Either party may terminate this agreement for convenience on written notice of at least thirty (30) days. In the event CLIENT exercises this provision, CONSULTANT shall be paid for all Services rendered up to and including the date of termination, as well as reasonable termination expenses. Either party may terminate this agreement at any time for cause in the event the other party fails to substantially perform its obligations under this agreement. In the event CLIENT exercises this provision, CONSULTANT shall be paid for all Services rendered up to and including the date of termination. If the Services are suspended for a period of more than sixty (60) days, CONSULTANT shall be entitled to an equitable adjustment of its fees. No deductions shall be made from the CONSULTANT's compensation on account of any penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the project.

12. **Documents.** Nothing contained in this agreement shall create a contractual relationship with, or a cause of action in favor of, a third-party against either CONSULTANT or CLIENT. The Services are being performed solely for the benefit of CLIENT, and no other entity shall have any claim against CONSULTANT because of this agreement or CONSULTANT's performance of services hereunder. Drawings, calculations and specifications as instruments of service are and shall remain at all times the exclusive property of CONSULTANT, whether the project for which they are made is executed or not. CONSULTANT shall retain all common law, statutory and other reserved rights, including copyrights. CONSULTANT grants to CLIENT a non-exclusive license to use CONSULTANT's instruments of service solely and exclusively for the stated project. The instruments of service are not to be used by CLIENT, owner, or any other party for other projects or extensions to the stated project, except by written agreement with appropriate compensation to CONSULTANT. In the event CLIENT uses the instruments of

service for any purpose other than this intended purpose, without retaining CONSULTANT's prior written agreement, CLIENT releases CONSULTANT from all claims arising from such uses, and CLIENT shall defend and/or indemnify CONSULTANT of and from all resulting damages.

13. **Disputes.** In the event of any dispute, claim, question or controversy arising out of this agreement, its performance, interpretation and/or breach, the same will be determined by arbitration pursuant to the Construction Industry Arbitration Rules of the American Arbitration Association.

14. **Limitation of Liability.** CLIENT hereby agrees that to the fullest extent permitted by law CONSULTANT's total liability to CLIENT for any and all injuries, claims losses, expenses or damages whatsoever arising out of or in any way related to the project or this agreement from any cause or causes including but not limited to CONSULTANT's negligence, errors, omissions, strict liability, breach of contract or breach of warranty, shall not exceed the total sum paid on behalf of or to CONSULTANT by CONSULTANT's insurers in settlement or satisfaction of CLIENT's claims under the terms and conditions of CONSULTANT's insurance policies applicable thereto. If no such insurance coverage is provided with respect to CLIENT's claims, then CONSULTANT's total liability to CLIENT for any and all such uninsured CLIENT's claims shall not exceed the total compensation paid to CONSULTANT under this agreement.

15. **Waiver of Consequential Damages.** CONSULTANT and CLIENT waive consequential damages for claims, disputes or other matters in question arising out of or relating to this agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this agreement, including but not limited to, liability for loss of profits, loss of use of property, delays, or other special, indirect, consequential, punitive, exemplary or multiple damages.

16. **Miscellaneous.** This agreement shall be governed by the law of the state or jurisdiction where the project is located. Any dispute or claim proceedings shall take place in the state or jurisdiction where the project is located. Any change or modification to these terms shall be in writing and signed by both parties. Neither party may assign or transfer this agreement or any rights hereunder without the written consent of the other party. If any provision of this agreement shall be determined to be invalid or unenforceable, the remaining provisions hereof shall remain in full force and effect, and be binding upon the parties hereto. The covenants and agreements contained herein shall apply to, insure to the benefit of and be binding upon the parties and upon their respective successors and assigns.



**EXHIBIT B – BREAKDOWN OF FEES**

**APPENDIX B**

**Wilcox & Barton**

*Fueling System*

September 26, 2019

Mr. Erik W. Strand, PE  
Senior Project Manager/Aviation  
Jacobs Engineering Group Inc.  
120 St. James Avenue, 5<sup>th</sup> Floor  
Boston, Massachusetts 02116

**RE: Storage Tank Engineering Services  
Nantucket Memorial Airport, Nantucket, Massachusetts**

Dear Mr. Strand:

Wilcox & Barton, Inc. is pleased to submit this proposal to Jacobs Engineering Group, Inc. (Jacobs) for Storage Tank Engineering Services pertaining to the design and installation of a replacement fuel storage tank systems at the subject site.

## **1.0 SCOPE OF SERVICES**

### Tank System Design and Specifications

Wilcox & Barton, Inc. will prepare the design plans for a new Aboveground Storage Tank (AST) fueling system in accordance with applicable National Fire Protection Association (NFPA) guidance references (NFPA 30A, 407) and PEI RP1300-13 guidance references. The design will include, to the extent possible, references to all the associated appurtenances needing to be installed and/or upgraded.

Existing conditions drawings will be prepared using existing drawings (provided by the Owner's Engineer) and site visit(s) conducted to obtain detailed tank and existing site features in the direct vicinity of the proposed tank area. An initial evaluation of the fuel management system will also be performed.

This task also includes three site meetings and corresponding plan revisions to address questions or comments. The final design plans will be stamped by a Licensed Massachusetts Professional Engineer.

Supplemental permitting support can be provided on an hourly basis, pursuant to your request.

### Cost Estimating

While the design plans are being finalized and reviewed, Wilcox & Barton, Inc. will seek estimates from contractors for construction services, and an Engineer's Cost Estimate will be provided.

**WWW.WILCOXANDBARTON.COM**

#1B Commons Drive, Unit 12B, Londonderry, NH 03053 • **Ph:** (603) 369-4190 | (888) 777-5805 • **Fax:** (603) 369-6639

**Offices In:** New Hampshire • Vermont • Massachusetts • Connecticut • Hawaii



## Electrical Design and Construction Administration (OTHERS)

### Bidding and Construction Administration

Wilcox & Barton, Inc. will attend a bid walk with contractors following review and approval of the design plans.

Prior to and during construction, Wilcox & Barton, Inc. will work with the Owner's Engineer to review requests for information, change orders, product submittals, schedules, and payment requests, as applicable.

### Installation Inspections (Budgeting purposes only)

Wilcox & Barton, Inc. will inspect the AST system prior to and during installation of major components and upon completion of installation.

This task includes preparation of progress reports following inspections, coordination with the Owner's Engineer for construction support, and attendance at periodic construction progress meetings.

Wilcox & Barton, Inc. will conduct a final inspection of construction. A written summary of the final inspection will be prepared and distributed to all parties. The summary will include a final "punch list" of any remaining work items that need to be completed by the Contractor. Wilcox & Barton, Inc. will verify that the punch list items have been addressed and completed.

For bidding purposes, this task includes 5 site meetings with the Senior Engineer, and 15 day visits by the Project Engineer.

### Tank System As-Built

Wilcox & Barton, Inc. will prepare an as-built plan of the new upgraded tank system following installation. Information gathered during the installation inspections will be incorporated into this plan. The as-built plan will be stamped by a Licensed Massachusetts Professional Engineer.

### Spill Prevention Control and Countermeasure Plan (SPCC)

An updated Spill Prevention Control and Countermeasure (SPCC) Plan will be required for the facility. Following completion of construction, an updated SPCC Plan will be prepared and finalized for the facility. The plan will be prepared in accordance with 40 CFR Part 112 – Oil Pollution Prevention regulations. A registered Professional Engineer will certify the SPCC Plan and a copy of the plan will be provided electronically.



## 2.0 SCHEDULE

Scheduling of this work can begin immediately upon receipt of a signed agreement. DRAFT design plans are anticipated to be completed within 7-8 weeks of notice to proceed

## 3.0 FEE

Wilcox & Barton, Inc. will complete the above-described scope of services on a time and materials basis. Billing for the project will occur monthly. Services will be provided in accordance with the following schedule.

Task	Fee	Notes
Tank System Design and Specifications	\$27,500	1., 2., 3., 4.
Fuel Management System Evaluation	\$2,500	
Cost Estimating	\$2,500	
Bidding and Construction Administration	\$4,000	
Installation Inspections (Budgeting purposes only)	\$30,500	5.
AST System As-Built	\$3,000	
Spill Prevention Control and Countermeasure Plan (SPCC)	\$5,000	
<b>Total Fee</b>	<b>\$75,000</b>	7.

### Assumptions/Notes:

1. Costs associated with any additional Permits (not described herein) will be invoiced on a time and materials basis, with prior approval.
2. Cost does not include requesting waivers from Massachusetts State Fire Marshal, if applicable.
3. Assumes three progress/site meetings to review plans and address comments.
4. Assumes completion of site visit, inspection, and a topographic site survey, as applicable. A licensed land survey is not proposed.
5. This task assumes 5 Senior Engineer and 15 Project Engineer Inspections. Includes all direct expenses (i.e. travel, etc.)
6. No existing tanks to be removed.
7. Additional out-of-scope services will be invoiced on a time and materials basis in accordance with the rates presented below

Additional services, if required, will be billed on a time-and-materials basis upon approval by the client. Wilcox & Barton, Inc. standard labor rates are as follows:

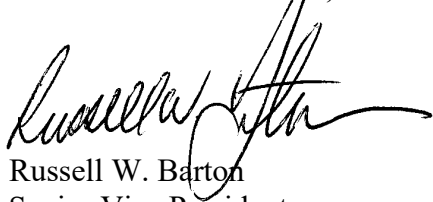
Category	Rate
Project Geologist/Engineer/Scientist	\$95.00/hr
Senior Geologist/Engineer/Scientist	\$155.00/hr
Principal Engineer/Geologist	\$195.00/hr
Administration	\$85.00/hr
Mileage	\$0.60/mile
Direct expenses	Cost + 15%



Thank you for giving Wilcox & Barton, Inc. the opportunity to provide a proposal for this project. If you have any questions, or require additional information, please contact Russ Barton at x502.

Very truly yours,

**WILCOX & BARTON, INC.**



Russell W. Barton  
Senior Vice President

Attachment: Terms and Conditions

### **Customer Acceptance**

Storage Tank Engineering Services  
Nantucket Memorial Airport, Nantucket, Massachusetts

Proposal Date: September 26, 2019

Please indicate your acceptance of this proposal by signing below, submitting the retainer, initialing all pages and the attached Terms and Conditions, and returning a copy which will serve as our authorization to proceed. In signing this proposal (contract), the Client authorizes Wilcox & Barton, Inc. to complete the professional services outlined in this contract in accordance with the attached Terms and Conditions.

The client acknowledges that payment for services will be rendered upon receipt of an invoice, that the terms agreed upon can only be changed by a written addendum agreed to by both parties, and work may be stopped until payment is made in accordance with the agreement.

Accepted By:

---

Authorized Representative of the Client

---

(Print Name & Title)

---

(Date)

## WILCOX & BARTON, INC.

### GENERAL TERMS AND CONDITIONS

These General Terms and Conditions (the "Terms") are submitted by Wilcox & Barton, Inc. (the "Company") in conjunction with a Proposal for Service (the "Proposal") to Client (as defined on the order form) and are made, and will remain, a condition thereof. Upon acceptance and execution of the Proposal by the Client, these Terms will become effective and binding. These Terms shall apply to any subsequent revision of the Proposal unless otherwise expressly provided in writing at that time.

1. Proposals are valid for a period of forty-five (45) days. After forty-five (45) days the Company reserves the right to revise proposals to allow for changing costs, workloads, regulatory requirements, or other factors.
2. The technical and pricing information in the Proposal is the confidential and proprietary property of the Company, and shall not be disclosed or made available to third parties without the written consent of the Company.
3. The Company shall endeavor to submit invoices to Client on a monthly basis unless agreed otherwise in writing. Payment is due upon receipt of the invoice. All payments shall be made by either check to an address specified by the Company or by or electronic transfer to an account designated in writing by the Company. The Company reserves the right to assess interest at a rate of up to one-and-one-half percent (1.5%) per month on any amount due in excess of thirty (30) days past the invoice date.

Client acknowledges and agrees that if Client's payment is more than sixty (60) days past-due from the invoice date, the Company may institute collection action against the Client. Client further agrees to pay all collection costs, including legal fees, associated with collection of the past-due invoice.

Client agrees that if payment is not made in full, Client shall have no right to any document prepared by the Company and the Company reserves the right to require the return of any documents submitted to the Client or others.

Client must submit any dispute to an invoice in writing to the Company within fifteen (15) days of receipt of an invoice. Otherwise, thereafter, the invoice will be considered correct and Client waives the right to dispute the invoice.

4. The proposed fees and schedule constitute the Company's best estimate of the charges and time required to complete the project. Client acknowledges and agrees that as the project progresses, the environmental conditions, changes in the law, or other unknown facts or events may dictate revisions in scope, schedule and fee. The Company will inform the Client of such situations so that revisions can be accomplished.
5. Fee and schedule commitments will be subject to change for delays caused by Client's failure to provide access to the project site, necessary facilities or required information, or for delays caused by unpredictable occurrences or force majeure, such as fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults by suppliers of materials or services, process shutdown, acts of God or of a public enemy, or acts or regulations of any governmental agency.
6. Where payment is based on time-and-materials the Client agrees that the following will apply:
  - a. The minimum time segment for charging of field work is four (4) hours. The minimum time segment for charging of office work is one-quarter (1/4) hour. There is no premium charge for overtime unless specifically agreed upon. Where applicable, rental and testing charges will be applied to the project to cover the cost of pilot-scale facilities or sophisticated apparatus, instrumentation or other technical machinery. The Client will be advised of same prior to the start of an assignment.
  - b. Expenses which will be charged separately to Client include travel and living expenses of personnel when away from the home office on business connected with the project; identifiable communication, shipping and reproduction costs; identifiable drafting and stenographic supplies; and expendable materials and supplies purchased specifically for the project. An administrative and handling charge will be added, in accordance with Environmental Services' Schedule of Fees.
7. If subsequent to Client's acceptance and execution of a Proposal, the Company determines that specialized equipment must be obtained to perform the services, the Client will be notified of the cost of such equipment and the Client may choose either to acquire or obtain the equipment directly or to have the Company acquire or obtain the equipment, in which case the cost of the equipment and the obtaining thereof will payable by Client upon demand as a reimbursable expense.
8. The Company reserves the right to suspend or terminate services for any reason after giving seven (7) days written notice to the Client. The Company may immediately cancel the project and discontinue its services at any time, without notice, for cause, which shall include, but not be limited to, Client requests for the Company to perform services that would be illegal or unethical; Client failure to provide the Company access to the project site, materials or facilities necessary to perform its work; and Client failure to remit payment within forty-five (45) days after the invoice date. Further, if at the time of termination or suspension, Client has invoices outstanding for thirty (30) days or longer, the Company may withhold any work until it has been paid in full.

No cancellation of this project by Client will be effective unless written notice thereof has been received by the Project Manager of the Company.

If work is cancelled by either party, Client shall remain fully liable for and promptly pay the Company the full amount for all services rendered by the Company to the date of cancellation of services, including all retained billings, if applicable, plus cancellation charges. Cancellation charges will include personnel and equipment rescheduling or reassignment adjustments and all other related costs and charges directly attributable to the cancellation (collectively, the “Cancellation Charges”). If work is cancelled by the Client without cause, the Client shall pay, in addition to all other amounts due to the Company, an early termination fee equal to fifty percent (50%) of (i) the remaining fees are due to the Company under the Proposal (for a “Lump Sum” contract) or (ii) the anticipated fees due to the Company under the Proposal were the project completed (when billing on a time-and-materials basis) (the “Early Termination Fee”). If cancelled, a final invoice will be calculated on the first (1<sup>st</sup>) or fifteenth (15<sup>th</sup>) of the month (whichever comes first) following the effective date of such cancellation.

- a. Where payment is based on a “Lump Sum” contract, Client agrees that the final invoice will be based on the percentage of work completed to the effective date of cancellation, plus the Cancellation Charges and the Early Termination Fee, if applicable.
  - b. Where payment is based on time and materials, Client agrees that the final invoice will include all services and direct expenses up to the effective date of cancellation, plus the Cancellation Charges and the Early Termination fee, if applicable.
9. The Company’s work will be performed in accordance with generally accepted professional standards.

The services of the Company shall be rendered without any warranty, express or implied. In no event shall the Company be liable for special, incidental or consequential damages of any kind arising out of the services performed under the Proposal by the Company, its agents, employees or other representatives, even if the Company has been advised of the possibility of such damages.

The Company does not represent or warrant that any permit or approval will be issued by any governmental body. The Company will endeavor to prepare any application for any such permit or approval in conformance with all applicable requirements, but, in view of the complexity and the frequent changes in applicable rules and regulations and interpretations by the authorities, the Company does not guarantee that any such application will be complete or will conform to all applicable requirements. Clients desiring further assurance regarding their applications for permits or approvals are advised to obtain legal or other appropriate counsel.

The Company does not represent or warrant that the reports drafted pursuant to the Proposal will be accepted by any governmental body. The Company will endeavor to supply Client with reports that are adequate to meet regulation/certification requirements and other requirements of any governmental body, but the Company cannot guarantee that any such reports will receive favorable treatment by a governmental body. Some governmental bodies have authority to audit reports submitted to them. The Company does not guarantee that any reports drafted pursuant to the Proposal will not be subject to an audit.

10. All documents, data, drawings, diagrams, specifications, calculations, reports, processes, data, and all other documents developed under the Proposal are Work Product of the Company and shall remain the exclusive property of the Company. The Company maintains all of its rights, title, and interest in any and all Work Product, whether arising from copyright, patent, trademark, or any other state, federal, or common law intellectual property right law or doctrine. The Company maintains any and all rights arising under 17 USC 106A or any other rights of identification of authorship or rights of approval, restriction, or limitation on use.

The Client recognizes that the services and contents of any project reports and associated documents provided to the Client by the Company are solely for the benefit of Client. The contents of any project reports and associated documents shall not be quoted or otherwise referenced or furnished to any other person, and no other person shall be entitled to rely thereon, without the Company’s prior written consent.

11. All documents including drawings, data, plans, specifications, reports or other information recorded on or transmitted as Electronic Files are subject to undetectable alteration, either intentional or unintentional, due to transmission, conversion, media degradation, software error, human error, or other causes. Electronic Files are provided for convenience and informational purposes only and are not finished Product. The actual hardcopy documents, together with any addenda or revisions, are and will remain the official copies of all documents. The Company makes no representation of the accuracy or completeness of any accompanying Electronic Files. Client waives any and all claims against the Company that may result in any way from the Client’s misuse, unauthorized reuse, alteration, addition to, or transfer of Electronic Files.
12. The Company will maintain at its own expense Worker’s Compensation insurance, Comprehensive General Liability insurance and Professional Liability insurance and upon request will furnish the Client a certificate to verify the same.
13. Client and the Company have discussed the risks, rewards, and anticipated outcome of the project described in the Proposal and an estimated total fee for services, and agree that to the fullest extent permitted by law, the total liability, in the aggregate of the Company and its officers, directors, employees, agents, and independent professional associates and consultants, to the Client, and anyone claiming by, through, or under the Client for any and all injuries, claims, losses, expenses, or damages whatsoever related to the Company services shall not exceed the lesser of (i) the total compensation received by the Company under this agreement or (ii) the total amount of \$25,000.00. This limitation will apply regardless of legal theory and includes, but is not limited to, claims or actions alleging negligence, errors, omissions, strict liability, breach of contract, or breach of warranty of the Company or its officers, directors, employees, agents, or independent professional associates or consultants.

The Company’s calculation of fees, either hourly or lump sum, is based upon and conditioned on Client’s acceptance of and enforcement before a Court or Arbitrator of this Limitation of Liability. A request by the Client to increase the limit of liability must be made to the Company in writing at the time of the Client’s acceptance of the Proposal. The Company may agree to increase the limit of liability in consideration of additional payment by the Client. The increased limit of liability will become effective upon agreement on the fee and execution of the Proposal.



14. The Client agrees to hold harmless, indemnify and defend the Company, its employees, officers, directors, agents and subcontractors against all claims, suits, fines, penalties, damages or losses, including attorneys' fees and other costs of settlement and defense, which arise out of, or are related, to the Proposal or the Company's performance of services thereunder, except to the extent they are caused by the Company's negligence or willful misconduct.
15. In the event that the performance of the services under this Proposal requires the engagement of a Licensed Site Professional (LSP), Licensed Environmental Professional (LEP), or similar professional registered with and subject to the laws and regulations promulgated by the State in which the services are provided (collectively the LSP/LEP Program), the following will apply:
  - a. Under the LSP/LEP Program, and under certain circumstances, the LSP/LEP owes professional obligations to the public, including, by way of example and without limitation, a duty to disclose the existence of certain contaminants to the [Commonwealth of Massachusetts in circumstances of "imminent hazards" as defined by the Massachusetts Contingency Plan.]
  - b. Client understands and acknowledges that in the event that the licensed professional's obligations under the LSP/LEP Program conflict in any way with the terms and conditions of the Proposal or the wishes or intentions of Client, the licensed professional is bound by law to comply with the requirements of the LSP/LEP Program. Client recognizes that the licensed professional is immune from civil liability resulting from any such conflict.
  - c. Client agrees to indemnify, defend and hold harmless the Company from and against any claims, losses, damages, fines, or administrative, civil, or criminal penalties resulting from the licensed professional's fulfillment of the licensed professional's obligations under the LSP/LEP Program.
16. In the event that the performance of the services under the Proposal requires the Company to access the site to conduct site reconnaissance, surveys, borings, or other explorations, the Company will take reasonable precautions to minimize damage to the site from use of equipment, but, absent negligence or willful misconduct on the part of the Company, its agents, or employees, The Company shall not be responsible for damage to the site caused by normal and customary use of equipment. The cost for restoration of damage that may result from the Company's operations has not been included in its fee, unless specifically stated in the Proposal, and will be the responsibility of Client.
17. In the event that samples collected by the Company or provided by Client, or wastes generated as a result of site investigation activities, contain or potentially contain substances or constituents which are or may be regulated contaminants as defined by federal, state, or local statutes, regulations, or ordinances, including, but not limited to, samples or wastes containing hazardous materials, said samples or wastes remain the property of the Client and the Client will have the responsibility for them as a generator. Client acknowledges that Company has not generated or released and, is not responsible, in whole or in part, for the presence of any hazardous materials, pollutants or other potentially dangerous substance at the site. Only if set forth in the Proposal, the Company will, at Client's expense, perform necessary testing, and either (a) return said samples and wastes to Client, or (b) using a manifest signed by Client as generator, have said samples and wastes transported to a location selected by Client for treatment, storage, or disposal. Client acknowledges and agrees that, to the extent the Company transports wastes or samples at the request of the Client, the Company is working as a bailee and at no time assumes legal title to said waste or samples.
18. Client agrees that any legal action or proceeding arising out of the provision of services by the Company pursuant to the Proposal or any modification thereof may be submitted, at the Company's election, to a State Court in the State of Vermont or to an independent arbitrator and shall be governed by the laws of the State of Vermont without regard to choice of law provisions. The Client hereby irrevocably consents to the jurisdiction of (and waives dispute of venue in) the aforementioned venues.
  - a. Any arbitration resulting from disputes pursuant to this Proposal shall take place in Montpelier, Vermont, under the Commercial Arbitration Rules (including Expedited Procedures) then in effect of the American Arbitration Association. The arbitrator shall have the authority to award preliminary and final equitable relief as well as money damages. Any award of the arbitrator shall be binding on the parties, and judgment or an appropriate decree may be entered thereon in any court having jurisdiction thereof.
19. The Client agrees that if Client is for any reason dissatisfied with the services the Company provides pursuant to the Proposal (including any revision thereto), before bringing any legal action, including without limitation filing a claim in any court, seeking arbitration, or filing a complaint with any licensing or registration board or body, Client shall give the Company written notice describing with particularity the details of Client's concerns, objections, and grounds for dissatisfaction, shall confer in good faith with the Company concerning the same, and shall give the Company at least thirty (30) days in which to address or cure the same.
20. The Proposal, the Terms, and any other agreement between the Company and the Client are made solely and specifically for the benefit of the parties thereto. No other person shall have any rights, title, interest, or claims thereunder or be entitled to any benefit on account thereof as third party beneficiaries or otherwise, unless specifically agreed to in writing by the Company.
21. Any express terms and/or conditions in the Proposal that are inconsistent or contradictory, take precedence over the Terms. The Terms may otherwise be varied only in a writing signed by the Company and Client.

**EXHIBIT B – BREAKDOWN OF FEES**

**APPENDIX C**

**VHB**

*SPCC Update*

**SCOPE OF WORK**  
**SPCC UPDATE NANTUCKET AIRPORT**

**Scope of Services:**

VHB will review the site conditions regarding the aboveground fuel storage tanks, transformers, hydraulic tanks and other oil containing equipment for the Airport in Nantucket, Massachusetts. VHB will be updating the Airport's Spill Prevention Control & Countermeasures (SPCC). VHB will prepare and stamp the SPCC plan following the USEPA format set forth in the regulations.

**TASK 1- SPILL PREVENTION CONTROL AND COUNTERMEASURES PLANS**

Facilities with greater than 1,320 gallons of petroleum oil in aboveground storage tanks (ASTs) or 42,000 gallons of petroleum oil in underground storage tanks (that are not in compliance with USEPA's UST regulations or state UST regulations) with the potential to discharge to navigable waters or tributaries of the United States are required by federal regulation 40 CFR 112 Oil Pollution Prevention to have a Spill Prevention, Control and Countermeasures (SPCC) Plan. Under the regulations SPCC plans are required to be reviewed by a professional engineer at least once every five years. SPCC plans include provisions to prevent spills to the environment and procedures for spill response in case of an oil release. As required by applicable regulations VHB will conduct a site inspection of each Facility relating to base building petroleum storage tanks, liquid filled transformers, hydraulic equipment, oil containing equipment, oil handling procedures and drainage systems. VHB will prepare a written SPCC plan documenting petroleum and oil storage and handling at each site. The Plan will include spill control measures and response actions, in case a release occurs. VHB will update existing site plans as necessary, which were provided by the Airport, as part of the SPCC plan to reflect the current conditions onsite. VHB will provide a new SPCC plan stamped by a Registered Professional Engineer.

VHB will provide: one hard copy of the Stamped SPCC Plan and an electronic copy.

**CLIENT FURNISHED INFORMATION**

It is understood that VHB will perform services under the sole direction of the Client. In the performance of these services, VHB will coordinate its efforts with the Client and other consultants as required. The Client and/or others shall provide VHB with project-related technical data, including, but not limited to, the following:

- Access to Site;
- Tank system requirements & design;
- Site Plans;
- Drainage Plans;
- General technical specifications with project specific requirements.

VHB will rely upon the accuracy and completeness of Client and/or other consultants furnished information in connection with the performance of services.

**ASSUMPTIONS**

The Client will provide VHB with available AST and oil containing equipment documentation and VHB will use existing overall site plans and drainage plans originally provided by the Client. VHB assumes that the documentation will be in order, complete and meet regulatory compliance standards. VHB can assist the Client at additional cost if substantial work is required to bring the documentation up to regulatory compliance standards. This effort is to fulfill regulatory requirements and does not include invasive testing or equipment calibration and testing, as such, by accepting this proposal, Client expressly agrees that VHB shall have no liability for equipment functioning, product releases or spills.

FEE SUMMARY - TASK ORDER NO.

VHB, Inc.  
Task Order No.  
Nantucket Airport

Project:

Contract No.:

Task 1 - SPCC Update & Tank Support

	Project Role:	QA/QC	Client Manager	Project Manager	Project Planner	Environmental Scientist	Project Engineer	CADD Technician	CADD Technician	Administrative Support	Hours
		Office/Division Manager	Sr. Project Manager	Sr. Project Engineer	Sr. Project Engineer	Sr. Engineer	Jr. Engineer II	Sr. Technician IV	Technician III	Technician III	
		Staff Member:	Peter Grivers	Meredith Avery	Bill Taber					Admin	
	<b>Hourly Direct Rate:</b>	\$190.00	\$190.00	\$170.00						\$80.00	
a.	Project Management		2							1	3
b.	SPCC Site Walk/Inspection			8							8
c.	Prepare SPCC Plan			20							20
d.	QA/QC Review	2									2
e.	Response to Airport Comments			4							4
											0
											0
											0
	<b>TOTAL Hours</b>	2	2	32	0	0	0	0	0	1	37
		\$ 380.00	\$ 380.00	\$ 5,440.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 80.00	

Expenses

Misc. Printing and Postage \$ 210.00  
One Trip to Airport (xx miles round trip @ \$0.535/mi) \$ 225.00  
Meals #@\$ \$ 20.00

**Total Expenses \$ 455.00**

Outside Services

**Total Outside Services: \$ -**

TOTAL HOURS	37
TOTAL DIRECT LABOR COST	\$ 6,280.00
OVERHEAD @	\$ -
TOTAL LABOR COST	\$ 6,280.00
FEE @ 10% 10%	\$ 628.00
SUBTOTAL	\$ 6,908.00
TOTAL EXPENSES	\$ 455.00
TOTAL OUTSIDE SERVICES	\$ -
<b>TOTAL TASK</b>	<b>\$ 7,363.00</b>
<b>USE</b>	<b>\$ 7,363.00</b>

**TASK ORDER  
AUTHORIZATION  
NO. MJ-N-19**

**PROJECT:** Fuel Farm Upgrades – Phase III  
Nantucket Memorial Airport

**DATE OF ISSUANCE:** December 6, 2019

**PROJECT DESCRIPTION:** The items of work to be accomplished under this Task Order include the following and are further described on the attached Scope of Work (six page(s)):

The CONSULTANT will perform site visits to the fuel farm with specialty subconsultants to determine the extent of repairs necessary and prepare a draft scope of work. The consultant's work shall be undertaken in accordance with the attached Scope of Work.

**METHOD OF COMPENSATION:**

Not to exceed fee based on billing rates. See attached detail contained in the Scope of Work and Fee Proposal.

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**AMOUNT OF COMPENSATION:**

The maximum amount to be paid to the CONSULTANT by the SPONSOR under this Task Order shall be Twenty-Two Thousand Seven Hundred Dollars and No Cents (\$ 22,700.00) unless this Task Order is amended in writing and agreed to by the SPONSOR and CONSULTANT.

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The Agreement for Professional Engineering Services between the Nantucket Memorial Airport Commission (the "SPONSOR") and McFarland-Johnson, Inc. (the "CONSULTANT"), for On-Call Engineering Services at Nantucket Memorial Airport, for a one-year period, dated April 20, 2017, shall govern all TASK ORDERS executed under this Assignment, unless modified in writing and agreed to by SPONSOR and CONSULTANT.

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ACCEPTED:

By: \_\_\_\_\_

James M. Festa, P.E., COO,  
Senior Vice President  
McFarland-Johnson, Inc.

APPROVED:

Town of Nantucket  
Nantucket Memorial Airport Commission

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FUNDS AVAILABLE

by \_\_\_\_\_

Brian E. Turbitt, Director of Municipal Finance or  
Bob Dickinson, Assistant Town Accountant



**Massachusetts Department of Transportation (MassDOT) Aeronautics Division**

**Contract Approval**

The MassDOT Aeronautics Division, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, hereby approves Task Order MJ-N-19 between the Nantucket Memorial Airport and McFarland-Johnson, Inc. for the Engineering Services in connection with:

Fuel Farm Upgrades – Phase III

Nantucket Memorial Airport  
Nantucket, MA, Massachusetts

This Approval is granted in accordance with Section 51K, Chapter 90 of the General Laws of Massachusetts, as amended, and in no way makes the MassDOT Aeronautics Division a party to the Contractor and in no way interferes with the rights of either of the principals here above, and is not to be considered as a commitment of funding unless a grant is issued by MassDOT Aeronautics Division.

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Dr. Jeffrey DeCarlo, Ed.D., PMP, ATP, Administrator  
MassDOT Aeronautics Division

**December 6, 2019**

**Nantucket Memorial Airport  
Scope of Work**

**Task Order No.: MJ-N-19**

**Fuel Farm Upgrades – Phase III**

**Introduction**

As part of a previous Task Order, MJ-N-15, McFarland Johnson, Inc. (CONSULTANT) and VHB (SUBCONSULTANT) assisted the Airport in inspecting the fire suppression system for the aviation fuel farm. During this inspection, it was determined that the existing fire suppression system has failed and requires replacement. In addition, the Nantucket Memorial Airport (SPONSOR) wishes to make improvements to the aviation fuel farm.

This project will perform site visits to the fuel farm with specialty subconsultants to determine the extent of repairs necessary and prepare a draft scope of work.

It is anticipated that the work will include:

- Perform two site visits by specialty engineering firms to investigate and determine the scope of the project
- Perform a preliminary code review and incorporate requirements into the scope of work
- Prepare scope for review

**Section A. – Services**

McFarland-Johnson, Inc. (CONSULTANT) will provide the following services in accordance with the Agreement for Professional Services referenced in this Task Order and within the hours included in the attached Summary of Fees.

A.1. CONSULTANT's services shall be broken down into the following subtasks:

➤ Task 1 Project Administration

For a breakdown of estimated hours and costs of the CONSULTANT by task, refer to Appendix "A" Summary of Fees.

## 1. Task 1 Project Administration

The CONSULTANT shall perform overall project administration of the project. Prior to the development of the scope of work, the CONSULTANT shall perform an in-depth inspection of the fuel farm to determine the functionality of the existing system, determine information regarding the system such as brand and model of components, and the physical condition of the components. This information will assist the CONSULTANT in understanding the system and will be utilized during the replacement design process. Following the site visit, the CONSULTANT shall meet with the appropriate airport staff to discuss the conditions of the existing system and expectations for the proposed system. It is anticipated that airport management, fueling staff, and the fire marshal will attend this meeting. The task includes initial project scoping and preparation of a written scope of work. Coordination with SPONSOR throughout the design will be included in subsequent tasks.

Subtasks to complete this task are as follows:

- 1.1 Perform a site visit with the code compliance and fire suppression subconsultant.
- 1.2 Perform a site visit with the fuel farm subconsultant
- 1.3 The CONSULTANT shall prepare a draft Scope of Work (SOW) and Fee proposal for review of the SPONSOR. The CONSULTANT has an in-house scoping checklist used for fuel farm scope development and will solicit comments from airport management and fueling staff in order to assist in preparing the project scope.
- 1.4 The CONSULTANT shall perform general project coordination with the SPONSOR.
- 1.5 The fuel farm subconsultant, Wilcox and Barton, shall perform a site visit to the fuel farm to examine the existing system and discuss the functionality to assist them in determining the design requirements for the replacement fuel farm. Discussion shall include: redundancy, fuel management system requirements, construction phasing, capacity requirements, delivery system requirements, and a discussion regarding reuse of existing components.
- 1.6 The code compliance and fire suppression system consultant, CodeRed, shall perform a site visit to the fuel farm to examine the existing fire suppression system and review the overall site for code concerns and fire suppression replacement requirements. The review shall include the fire pump system and the location and type of building housing the fire pump, the type of suppression system including chemical type, discharge rate, head spacing, and alarm system requirements.

A.2. In conjunction with the performance of the foregoing SERVICES, CONSULTANT shall provide the following submittals/deliverables (documents) to SPONSOR:

1. Detailed Task Order, Scope of Work and Fee Summary spreadsheet (in MS Word, MS Excel and PDF format – no hard copies will be provided).

## **Section B. – Schedule**

B.1. CONSULTANT shall perform the SERVICES and deliver the related documents (if any) according to the following schedule:

Draft Scope of work ..... 12/06/2019

## **Section C. – SPONSOR’s Responsibilities**

The SPONSOR shall perform and/or provide the following in a timely manner. Unless otherwise provided in this Task Order, the SPONSOR shall bear all costs incident to compliance with the following:

1. Provide copies of as-built plans of the existing fuel farm.
2. As listed in the AGREEMENT.

## **Section D. – Assumptions**

The CONSULTANT has made the following assumptions to reduce engineering costs for the SPONSOR. While these assumptions are believed to be valid, if it is determined that the assumptions are incorrect and additional work of the engineer is required, the work may be added by supplemental agreement.

1. No plans will be generated for this project.

EXHIBIT A

CONSULTANTS SUMMARY OF FEES

Appendix 'A' Summary of Fees

Task Order No. MJ-N-19

Nantucket Memorial Airport  
Nantucket, MA

Engineering Services For  
Fuel Farm Upgrades – Phase III

December 6, 2019

**DESIGN AND BIDDING**

TASK	DESCRIPTION	MJ HOURS	TOTAL FEE
1.0	Project Administration	53	\$22,700.00
	<b>Total</b>	<b>53</b>	<b>\$22,700.00</b>

MJ Fee	\$11,594.74
Subconsultant Fee	\$11,105.26

FEE SCHEDULE  
Task Order No. MJ-N-19  
Engineering Services For  
Fuel Farm Upgrades – Phase III  
Nantucket Memorial Airport

December 6, 2019

Task 1.0 Project Administration												
Sub Task	Description	Project Principal	Sr. Project Manager	Sr. Proj. Engineer	Project Engineer	Asst. Engineer	Jr. Engineer	Sr. Technician	Admin. Profess.	Subtotals		
1.1	Perform site visit with fire suppression and code review sub		16							16		
1.2	Perform site visit with fuel farm sub (Wilcox & Barton)		16							16		
1.3	Prepare scope and fee		8			1				9		
1.4	Project coordination		12							12		
Total Hours		0	52	0	0	1	0	0	0	53		
2019 Hourly Billing Rate		\$ 223.00	\$ 211.00	\$ 161.00	\$ 148.00	\$ 108.00	\$ 91.00	\$ 101.00	\$ 63.00			
Direct Cost		\$ -	\$ 10,972.00	\$ -	\$ -	\$ 108.00	\$ -	\$ -	\$ -	\$ 11,080.00		
				TOTAL LABOR, OVERHEAD AND PROFIT								\$ 11,080.00
				Code Red Consultants								\$ 7,601.26
				Wilcox & Barton								\$ 3,504.00
				TOTAL SUBCONSULTANTS								\$ 11,105.26
				SUBCONSULTANTS								\$ 11,105.26
				MJ EXPENSES								\$ 514.74
				TOTAL								\$ 22,700.00
				Travel/Mileage/Rental Car/Gasoline								\$ 413.76
				Hotel/per diem								\$ -
				Printing/Postage/Miscellaneous								\$ 100.98
				TOTAL EXPENSES								\$ 514.74



**Nantucket Memorial Airport  
Rates and Charges**  
DRAFT for 2/11/2020 Public Hearing  
Changes Below in RED

**1. AERONAUTICAL FEES**

**I. Signatory Terminal User**

Signatory is defined as having an annual lease in the Terminal that meets Airport established minimum standards and providing year-round service.

a. Business Operating Fee

\$1,500.00 annually, or any part thereof. Non-refundable.

b. Counter and Office Space

\$40.00 per ft<sup>2</sup> per year. Minimum of 250 ft<sup>2</sup>.

c. Common Use Square Footage

\$10.00 per ft<sup>2</sup> per year.

**Note: 2019 Agreements Included an assessment for the Outdoor Boarding area. Under existing R&C, this space is 1,850ft<sup>2</sup> or \$18,500 per each user if assessed annually. The Airport will assess this in a monthly fee of \$1,541.67, with a 4-month minimum of \$6,166.68. Additional operating months, based on published schedule, will be assessed at \$1,541.67 per month or partial month of operation.**

d. Amount in Lieu of Taxes

Annual Assessment as Determined by the Town of Nantucket.

e. Fuel Discount

Jet A: Retail less \$0.95. AvGas: Retail less \$0.50.

f. Bag Belt Makeup Fee

\*TBD

g. Ground Power Unit (GPU) Fee

\*TBD

\*TBD through a Rates and Charges study and adopted via a future public hearing process.

h. Boarding Ramp/Stair Use Fee

Waived for Signatory Airlines

i. Landing Fee

Landing Fee Assessment =  $68\% * ((\text{MGTOW}/1,000) * \$3.03)$  ~~\$3.03~~ **\$3.18**

MGTOW: Maximum Gross Takeoff Weight (per certificate)

~~Existing Current Signatory Terminal User Landing Fees:~~

~~———— Cessna 402: \$14.85~~

~~———— Tecnam P2012: 16.28~~

~~———— King Air 300: 31.82~~

j. Ramp Fee

Ramp fees are waived for Signatory Terminal Users.

k. Remain Overnight (RON) Fee

Waived for Signatory Airlines.

l. Penalty for Operating Without Agreement

Additional \$1,000.00 per month, or any portion thereof.

m. Other Fees

Signatory Terminal Users are subject to other elected/required Aeronautical fees as listed under Heading VI – Use, Service and Administrative Fees, as well as other elected fees under Section 2. – NON AERONAUTICAL FEES.

## II. Non-Signatory Terminal User

Non-Signatory Terminal Users (aka “seasonal service” or “seasonal users”) provide service at a frequency less than year-round.

a. Business Operating Fee

\$1,500.00 annually, or any part thereof. Non-refundable.

b. Counter and Office Space

\$40.00 per ft<sup>2</sup> per year. Minimum of 250 ft<sup>2</sup>.

c. Common Use Square Footage

\$10.00 per ft<sup>2</sup> per year.

**Note: 2019 Agreements Included an assessment for the Outdoor Boarding area. Under existing R&C, this space is 1,850ft<sup>2</sup> or \$18,500 per each user if assessed annually. The Airport will assess this in a monthly fee of \$1,541.67, with a 4-month minimum of \$6,166.68. Additional operating months, based on published schedule, will be assessed at \$1,541.67 per month or partial month of operation.**

d. Amount in Lieu of Taxes

Annual Assessment as Determined by the Town of Nantucket.

e. Bag Belt Makeup Fee

\*TBD

f. Ground Power Unit (GPU) Fee

\*TBD

g. Boarding Ramp/Stair Use Fee

\$25 per scheduled aircraft turn

h. Landing Fee Assessment

**Landing Fee Assessment = (MGTOW/1,000) \* ~~\$3.03~~ \$3.18**

MGTOW: Maximum Gross Takeoff Weight (per certificate)

\*TBD through a Rates and Charges study and adopted via a future public hearing process.

i. Seasonal Ramp Access Fees

Seasonal Ramp Access Fees are paid in advance based on published schedule.

**Up to 7 turns daily (based on scheduled peak day per month):**

Airport assigns \*Preferential use position

~~\$3,000.00~~ **\$3,150.00** per month of operation, paid in advance. May – September operations require a 4-month minimum payment.

**Daily scheduled turns of 8 to 14 (based on scheduled peak day per month):**

Airport assigns 2<sup>nd</sup> \*Preferential use position

Subject to availability and assignment by Airport.

Based on schedule and operation restrictions.

~~\$3,000.00~~ **\$3,150.00** per month of operation, paid in advance (no 4-month min).

Or:

Airport assigns operationally-restricted, \*Common use or \*Joint use access-

~~\$200~~**\$210.00** per aircraft turn, payable in advance.

**Daily Scheduled turns >15 (based on scheduled peak day per month):**

Negotiated with the airport on basis of operational availability.

**\*Preferential use.** Position is assigned by Airport and not typically shared with other carriers. Position location is stable unless notified by Airport in advance.

**\*Joint use.** Position is assigned by Airport and shared with one other carrier based on published schedule. Position location is stable unless otherwise notified.

**\*Common use.** Position is assigned by airport and shared with other carriers. Position location is variable and subject to availability based on published schedule.

j. Remain Overnight (RON) FEE

RON Fees apply to overnighting aircraft present any part of 2300-0600. Prior Approval with Airport Operations is required.

MGTOW (#)	FEE – Common/Joint Use	Fee - Preferential Use
<6,000	\$5.00	\$2.50
6,001 – 10,499	<del>\$25.00</del> <b>\$26.00</b>	<del>\$12.50</del> <b>\$13.00</b>
10,500 – 24,999	<del>\$55.00</del> <b>\$57.00</b>	<del>\$22.50</del> <b>\$29.00</b>
25,000 – 49,999	<del>\$165.00</del> <b>\$174.00</b>	<del>\$82.50</del> <b>\$87.00</b>
50,000 – 99,999	<del>\$275.00</del> <b>\$296.00</b>	<del>\$137.50</del> <b>\$148.00</b>
>100,000	<del>\$375.00</del> <b>\$413.00</b>	<del>\$187.50</del> <b>\$207.00</b>

MGTOW: Maximum Gross Takeoff Weight (per certificate)

\*TBD through a Rates and Charges study and adopted via a future public hearing process.

III. Penalty for Operating Without an Agreement

Additional \$1,000.00 per month, or any portion thereof.

IV. Other Fees

Non-Signatory Terminal Users are subject to other elected/required Aeronautical fees as listed under Heading VI – Use, Service and Administrative Fees, as well as other elected fees under Section 2. – NON AERONAUTICAL FEES.

V. Fixed Base Operator (FBO) Users – Scheduled Service

This category includes operators utilizing the FBO that provide “Scheduled Service” as defined under 14 CFR 110.2 utilizing aircraft with passenger seating capacity of 9 or fewer seats. Operators may be Part 135 Commuter or Part 135 On Demand. Current known operators of this service include Tradewinds, Tailwinds, Reliant, and Spectacular, with further determinations ongoing.

a. Business Operating Fee

\$1,500.00 annually, or any part thereof. Non-refundable.

b. Penalty for Operating without an Agreement

\$150.00 per aircraft turn.

c. Landing Fee

All aircraft <6,000 lbs MGTOW: \$5.00 per landing

**All other aircraft: Landing Fee Assessment = \$33.00 + ((MGTOW-6,000)/1,000))\*~~3.03~~ 3.18**

All Landing Fee weights are MGTOW as determined by Manufacturer. MGTOW: Maximum Gross Takeoff Weight (per certificate).

d. Ramp Fee

Ramp Fees are per Trip, for a Max 24 hr period.

Category (MGTOW #)	Fee
0 - 6,000	\$10.00
<del>6,001 - 10,499</del>	<del>\$50.00</del> \$52.00 (2.5%)
<del>10,500 – 24,999</del>	<del>\$110.00</del> \$113.00 (2.5%)
<del>25,000 – 49,999</del>	<del>\$330.00</del> \$347 (5%)
<del>50,000 – 99,999</del>	<del>\$550.00</del> \$592.00 (7.5%)
<del>&gt;100,000</del>	<del>\$750.00</del> \$825.00 (10%)

MGTOW: Maximum Gross Takeoff Weight (per certificate).

\*TBD through a Rates and Charges study and adopted via a future public hearing process.

e. Other Fees

Fixed Base Operator (FBO) Users – Scheduled Service are subject to other elected/required Aeronautical fees as listed under Heading VI – Use, Service and Administrative Fees, as well as other elected fees under Section 2. – NON AERONAUTICAL FEES.

DRAFT

\*TBD through a Rates and Charges study and adopted via a future public hearing process.

## VI. Fixed Base Operator (FBO) Users

This category includes transient Part 91 General Aviation operators and Part 135 On Demand operators not providing a “Scheduled Service” as defined by 14 CFR 110.2. Part 380 Charters require advanced coordination with Airport operations.

### a. Landing Fee

All aircraft <6,000 lbs MGTOW: \$5.00 per landing. The ramp Fee for aircraft <6,000 lbs is waived with the purchase of 10 gallons of fuel.

All other aircraft: Landing Fee Assessment = \$33.00 + ((MGTOW-6,000)/1,000))\*~~\$3.03~~ \$3.18

All Landing Fee weights are MGTOW as determined by Manufacturer. MGTOW: Maximum Gross Takeoff Weight (per certificate).

### b. Ramp Fee

Ramp Fees are per Trip, for a Max 24 hr period.

Category (MGTOW - lbs)	Fee
0 - 6,000	\$10.00
6,001 - 10,499	<del>\$50.00</del> \$52.00 (2.5%)
10,500 – 24,999	<del>\$110.00</del> \$113.00 (2.5%)
25,000 – 49,999	<del>\$330.00</del> \$347 (5%)
50,000 – 99,999	<del>\$550.00</del> \$592.00 (7.5%)
>100,000	<del>\$750.00</del> \$825.00 (10%)

MGTOW: Maximum Gross Takeoff Weight (per certificate).

### c. Fee Waiver

All landing and Ramp Fees are waived for Military/Government/Medical related (MedFlight, Angel Flight, etc.), Holidays for Heroes, and Flight School Operations. Waiver must be pre-arranged with FBO.

### d. Other Fees

FBO Users are subject to other elected/required Aeronautical fees as listed under Heading VI – Use, Service and Administrative Fees, as well as other elected fees under Section 2. – NON AERONAUTICAL FEES.



## VII. Tie Down Holder/Hangar Tenant

### a. Tie Down Fees

Annual Reserved Ramp: \$1,500.00. Price is for aircraft weighing 6,000 lbs MGTOW or less. Additional charge of \$100.00 per each \$1,000.00 lbs or portion thereof.

Annual Reserved Grass: \$900.00 (limit 6,000 lbs MGTOW).

MGTOW: Maximum Gross Takeoff Weight (per certificate)

Tie Down fees includes 1 vehicle Parking Permit. Tie Down holders are not assessed landing and ramp fees for their non-Commercial operations, GPU fee or Pre-heater Fee.

### b. Hangar Rental

Hangars \*2&4 (non-heated)

Jet and Multi engine turbo prop.....	\$150.00 Daily	\$1,500.00 Monthly
Single Turbo prop ≥ 6001# MTOW.....	\$90.00 Daily	\$900.00 Monthly
Multi Engine Piston.....	\$60.00 Daily	\$600.00 Monthly
Single Engine Piston & Single Engine turbo prop ≤6000# MTOW :.....	\$50.00 Daily	\$300.00 Monthly

Hangar 3 (heated)

Jet and Multi engine turbo prop.....	\$180.00 Daily	\$1,800.00 Monthly
Single Turbo prop ≥ 6001# MTOW.....	\$120.00 Daily	\$1,200.00 Monthly
Multi Engine Piston.....	\$80.00 Daily	\$800.00 Monthly
Single Engine Piston & Single Engine turbo prop ≤6000# MTOW:.....	\$60.00 Daily	\$400.00 Monthly

\*Hangar 2 to become heated after which heated hangar rates would apply.

T-Hangars \$400.00 Monthly

### c. Other Fees

Tie Down and Hanger users are subject to other elected/required Aeronautical fees as listed under Heading VI – Use, Service and Administrative Fees, as well as other elected fees under Section 2. – NON AERONAUTICAL FEES.

### d. Future Fee Waiver

CONCEPT: Tenant aircraft to receive a rent rebate in exchange for providing flight opportunities to children. Details TBD via official future policy for AirCom Approval.

\*TBD through a Rates and Charges study and adopted via a future public hearing process.

# **VIII. Use, Service and Administrative Fees**

## a. Ground Power Unit (GPU) Fee

\$15 per use/max 2 Hr. period

## b. Boarding Ramp/Stair Fee

\$25 per turn

## c. Gate Overstay Fee

~~TBD~~ Warning: First Operation.

\$50.00: 2<sup>nd</sup> occurrence.

\$100 3<sup>rd</sup> occurrent

\$500 subsequent operations.

## d. Bag Belt Makeup Fee

\*TBD

## e. Deicing

Market Rate per gallon (minimum of 10 gallons).

\$150.00 Call back fee (11pm to 7am)

## f. Lavatory Service

\$100.00/use.

## g. Pre-Heater/Electrical Outlet Supply

\$25.00/max 8 hr period, per use

## h. Equipment Storage Fee

Off season: \$500.00 per month per piece.

Abandoned equipment Disposal: \$2,000.00 per piece.

Off Season is defined as the period from 1 month after the expiration of an airline operating agreement to 1 month prior to the agreement start date.

## i. Derelict Aircraft Storage Fee

Months 1-6: \$600.00 per month (Pro-rated for partial months)

Months 7-9: \$100.00 per day

Months 10+ \$150.00 per day

\*TBD through a Rates and Charges study and adopted via a future public hearing process.

j. Freight/Mail

\$0.05 per lb of gross weight (inbound only), + applicable Landing and ramp Fees.

Freight/Mail is based on MGTOW unless a carrier is a Signatory Terminal User.

k. Security – Fingerprinting

\$50.00 per individual.

l. Security – SIDA Badge

\$300.00 (Refundable Deposit).

m. Security – AOA escort

\$300.00 for the first hour or any portion thereof.

\$100.00 each additional hour (Max 4 hours).

n. Aeronautical Business Lease Application Fee

\$1,000.00 per Lease.

o. Aeronautical Land Lease Rate

Minimum 50% Fair Market Value (FMV) in ft<sup>2</sup> per year, subject to Annual CPI with reviews as per agreement.

p. 3<sup>rd</sup> party aeronautical services

\$1,500.00 Annually or any part thereof (non refundable)

q. Special Events Permit

Tenant-owned building: \$1,000.00 for event.

Airport-owned building: \$2,000.00 for event.

Plus reimbursement of associated airport expenses. Requires approved Airport Special Events Permit as well as any applicable Town Permits. Permits are limited to existing tenants in good standing with the Airport and at the discretion of the Airport Manager.

## 2. NON\_AERONATUCIAL FEES

### I. Ground transportation

#### a. Rental Car Fees – On Airport

Business Operating fee: \$1,500.00 annually or any part thereof (non-refundable).  
 Counter and office space: \$45.00 per ft<sup>2</sup> per year.  
 Common Use Space: \$10.00 per ft<sup>2</sup> per year.  
 Gross receipts: 10% Per month  
 Customer Facility Charge: \$4.00 per rental day/per vehicle  
 Reserved parking: \$200.00 Per assigned space annually  
 Remote Parking \$1,000.00 Annually

#### b. Rental Car Fees – Off Airport

Business Operating Fee: \$1,500.00 Annually or any part thereof (non-refundable)  
 Gross receipts: 10% per month

#### c. Taxi/Livery/Charter/Courtesy Van

\$400.00 per vehicle annually

#### d. Technology-enabled Provider (Uber, Lyft, etc)

\$3.25 per originating fare.  
 Payable by Application provider monthly. Fare applicable pending legislative approval.

#### e. Tour Bus Permit

\$300.00 per vehicle annually.

#### f. Livery Ramp Access Permit Fee

\$1,500.00 Annual business fee (up to 5 permits)  
 \$300.00 per each additional permit (non-refundable)

Operator must provide plate # per each permit. Permit covers livery service above.  
 Non-transferable.

#### g. Ramp Access Escort Fee without Permit

~~\$10.00~~-\$75.00 per vehicle, per escort assessed to aircraft operator.

\*TBD through a Rates and Charges study and adopted via a future public hearing process.

## II. Vehicle Parking

### a. Front Section of Main Lot (closest to Terminal)

Per 24 Hour Period or any Portion Thereof:

0-3 hrs	Free
3-8 hrs	\$12.00
>8 hrs	\$20.00
Weekly	\$120.00
Monthly	\$400.00

### b. Back Section of Main Lot (Farthest from Terminal)

Per 24 Hour Period or any Portion Thereof:

0-3 hrs	Free
3-8 hrs	\$6.00
>8 hrs	\$10.00
Weekly	\$60.00
*Monthly	\$200.00
*6 Month	\$875.00
*Annual	\$1,500.00

\*Must Park in dedicated section.

### c. Airport Tenant Employees

*Monthly	\$10.00
*Annual	\$100.00

No Overnight parking: \$50.00 per day fine in employee section only.

\*Must park in dedicated section.

### d. Violations

Front Section of Main Lot:	\$33.00 1 <sup>st</sup> day	\$20.00 each additional day
Back Section of Main Lot:	\$31.00 1 <sup>st</sup> day	\$10.00 each additional day
General Aviation Lot:	\$50.00 per day (authorized vehicles only – Permit required)	
Hangars 1-4 Parking lot:	\$50.00 per day (Permit required)	
Reserved car Rental Spaces/Assigned Lots	\$50.00 per day (Medallion required)	

\*TBD through a Rates and Charges study and adopted via a future public hearing process.

**Advertising**e. Literature Rack – year round (May-April)

Locations: Terminal Air taxi Arrivals area/FBO

Small Single rack – Under 8.5 x 11" \$540.00 per location/per publication  
 Medium single rack – under 9 x 12" \$600.00 per location/per publication  
 Large single rack - over 9 x 12" \$660.00 per location/per publication  
 Large Multi-rack – less than 2 x 4' \$1,800.00 per location

Partial years are not pro-rated.

f. Literature Rack – seasonal (May-October)

Location: Terminal Summer Arrivals

Small Single rack – Under 8.5 x 11" \$270.00 per publication  
 Medium single rack – under 9 x 12" \$300.00 per publication  
 Large single rack - over 9 x 12" \$330.00 per publication  
 Large Multi-rack – less than 2 x 4' \$900.00

Partial years are not pro-rated.

g. Display Cases

Location: Terminal

Air taxi arrivals/Departures	12 month: \$3,600.00	6 month: \$1,800.00
Security Screening hallway	12 month: \$2,400.00	6 month: \$1,200.00

h. LCD Monitors

Annual: \$5,400.00	6 month: \$3,900.00	3 Month: \$2,700.00
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i. Vehicle Wrap

\$7,200.00 annual (cost of wrap, or wrap removal not included)

j. FBO Landside Static Display

Contract for 45+ days within a calendar year = \$200 per day  
 Contract for 25+ days within a calendar year = \$300 per day  
 Contact for 10+ days within a calendar year = \$400 per day  
 Product is not available for < 10 days.

k. Wi-fi Landing Page

Annual: \$5,400  
 6-Month: \$3,900

\*TBD through a Rates and Charges study and adopted via a future public hearing process.

DRAFT

\*TBD through a Rates and Charges study and adopted via a future public hearing process.

### III. Non-Aeronautical Use and Service Fees

a. Business Operating Fee

\$1,500.00 annually or any portion thereof (non-refundable)

b. Lease Application Fee

\$3,000.00 per lease

c. Retail space

Space varies.

Common use space: Negotiated.

Participation fee: Negotiated.

d. Land lease

Minimum Fair Market Value (FMV) ft<sup>2</sup> per year. Annual CPI with reviews as per agreement.

e. Amount in Lieu of Taxes

Annual assessment as determined by the town of Nantucket.

f. Special Events Permit

Tenant-owned building: \$1,000.00 for non-tenant event.

Airport-owned building: \$2,000.00 for non-tenant event.  
\$0-500.00 for tenant event (depending on event size).

Plus reimbursement of associated airport expenses. Requires approved Airport Special Events Permit as well as any applicable Town Permits. Permits are limited to existing tenants in good standing with the Airport and at the discretion of the Airport Manager.

g. Meeting Room

Seats 8-10 people. \$300.00 per hour, with audio/visual additional \$75.00 per hour.  
Tenant Discount: 16 hours free with 50% discount thereafter.

h. Artwork Concession Fee

15% of sale price.

\*TBD through a Rates and Charges study and adopted via a future public hearing process.



i. Catering

25% of total invoice.

j. Security – Fingerprinting

\$50.00 per individual.

k. Security – SIDA Badge

\$300.00 (Refundable Deposit).

l. Security – AOA escort

\$300.00 for the first hour or any portion thereof.  
\$100.00 each additional hour (Max 4 hours).

BUDGET 1/14/2020 - FINAL

TOWN OF NANTUCKET  
NANTUCKET MEMORIAL AIRPORT - ENTERPRISE FUND

	ACTUAL FY2019	BUDGET FY2020	Finance Department PROJECTED BUDGET FY2021	Airport Manager Recommendation PROPOSED BUDGET FY2021
REVENUE	11,416,946	9,319,400	9,319,400	9,644,800
EXPENSES	9,084,489	9,719,400	9,719,400	10,044,800
NET EARNINGS	2,332,457	(400,000)	(400,000)	(400,000)
Transfer from Retained Earnings and/or PFC	429,938	-	400,000	-
NET EARNINGS	2,762,395	(400,000)	-	(400,000)
NET SOURCES/USES:				
Transfer from Airport Fuel Revolver	400,000	-	-	-
Transfer from Retained Earnings - PFC	400,000	400,000	-	400,000
Transfer from Stabilization Fund	75,000	-	-	-
Transfer to Capital Projects	(1,278,830)	-	-	-
Ending FB	2,358,565	-	-	-

Certified Retained Earnings as of July 1, 2019  
Less R/E for FY21 Budget (see above)

3,582,219  
-  
3,582,219

AVIATION FUEL REVOLVER	ACTUAL FY2019	PROJECTED FY2020	PROJECTED BUDGET FY2021	PROPOSED BUDGET FY2021
Fuel Sales	5,200,000	5,200,000	5,200,000	5,200,000
Fuel Purchases	4,954,638	5,200,000	5,200,000	5,200,000
Net Surplus (Deficit)	245,362	-	-	-
Beginning FB	1,057,629	602,991	302,991	302,991
Transfer to Airport Enterprise Fund	(400,000)	-	-	-
Transfer to Airport Stabilization Fund	-	-	-	-
Transfer to Airport Capital Projects	(300,000)	(300,000)	-	-
Ending FB	602,991	302,991	302,991	302,991

Stabilization Fund Reconciliation				
	FY17	FY18	FY19	FY20
Beginning Balance	\$ -	\$ 200,122	\$ 402,627	\$ 434,788
Additions - Transfers	200,000	300,000	100,000	100,000
Additions - Int./Gains/(Losses)	122	2,505	7,161	124
Deductions	-	(100,000)	(75,000)	-
Ending Balance	\$ 200,122	\$ 402,627	\$ 434,788	\$ 534,913

**\*\*This is the recommended amount to transfer from Retained Earnings into the Stabilization Fund in FY20**

PFC Reserve Balance				
	FY17	FY18	FY19	FY20
Beginning Balance	\$ 1,014,247	\$ 1,237,930	\$ 1,387,956	\$ 1,535,909
PFC Collections	619,611	542,591	536,264	440,007
Interest	4,073	7,435	11,689	5,539
Withdrawals	(400,000)	(400,000)	(400,000)	-
Ending Balance	\$ 1,237,930	\$ 1,387,956	\$ 1,535,909	\$ 1,981,455



ORG	OBJ	REVENUE	Actual FY2018	Actual FY2019	FY2019 BUDGET	FY2020 BUDGET	PROJECTED BUDGET FY2021 (Finance Department)	FY2021 AIRPORT MANAGER INC/DEC	FY2021 AIRCOMM/MANAGER RECOMMENDATION	FY2021 FINCOM RECOMMENDATION	FY2021 BUDGET	\$ INC/(DEC) FY21/FY20	% INC/(DEC) FY21/FY20	NOTES/COMMENTS (SALY = Same as Last Year)
FBO Sales Income														
65482	42451	FUEL SALES	3,052,053	3,144,810	2,000,000	2,000,000	2,000,000	-	2,000,000	2,000,000	2,000,000	-	-	SALY
65482	42452	FUEL SALES - GAS & DIESEL	-	-	-	-	-	-	-	-	-	-	na	SALY
65482	43231	GEN AVIATION LANDING FEE	784,187	813,879	660,000	750,000	750,000	50,000	800,000	800,000	800,000	50,000	6.7%	Conservative increase to be more in line with FY19 & FY20 (projected) average actuals
65482	43232	GEN AVIATION RAMP FEES	1,900,744	1,933,570	1,750,000	1,850,000	1,850,000	50,000	1,900,000	1,900,000	1,900,000	50,000	2.7%	Conservative increase to be more in line with FY19 & FY20 (projected) average actuals
65482	43239	FBO SUPPLIES AND SERVICES	45,820	51,908	36,000	40,000	40,000	14,000	54,000	54,000	54,000	14,000	35.0%	Conservative increase to be more in line with FY19 & FY20 (projected) average actuals
65482	43704	CATERING INCOME	385,872	345,711	380,000	342,000	342,000	5,000	347,000	347,000	347,000	5,000	1.5%	FY20 is projected to increase approx. 15-18% over FY19 (according to Q1 results), anticipating a 10% decrease from FY21 over FY20 projected (which is actually an increase over FY20 budgeted)
Total FBO Sales:			6,168,676	6,289,879	4,826,000	4,982,000	4,982,000	119,000	5,101,000	5,101,000	5,101,000	119,000	2.4%	
Rental Income														
65482	43606	RENTAL FEES: EMP HOUSING	15,000	13,300	7,500	10,000	10,000	-	10,000	10,000	10,000	-	-	SALY
65482	43630	RENTAL INCOME-TERMINAL	407,324	487,205	466,000	516,000	516,000	(12,000)	504,000	504,000	504,000	(12,000)	(2.3%)	Decrease is due to a combination of an increase is due to an increase in commercial airlines seasonal billing for seasonal holdroom and a decrease due to Rectrix stopping service
65482	43631	RENTAL INCOME-TOWER	133,122	133,122	133,000	133,000	133,000	-	133,000	133,000	133,000	-	-	SALY
65482	43632	RENTAL INCOME-LAND	767,458	1,107,757	762,000	1,168,000	1,168,000	202,000	1,370,000	1,370,000	1,370,000	202,000	17.3%	Increase is due to the addition of Tidal Creek Corp (\$122k), Edgewater Landscape Design (\$46k); also includes multiple increases due to recent CPI/FMV adjustments (add'l adjustments after first review)
65482	43633	RENTAL INCOME-HANGAR	92,662	133,958	83,200	115,600	115,600	36,400	152,000	152,000	152,000	36,400	31.5%	Increase due to having 11 T-Hangar Tenants
Totals Rentals:			1,415,566	1,875,341	1,451,700	1,942,600	1,942,600	226,400	2,169,000	2,169,000	2,169,000	226,400	11.7%	
Fee Income														
65482	43709	VIDEO CONFERENCE	-	-	-	-	-	-	-	-	-	-	na	
65482	43710	ADVERTISING REVENUE	47,290	106,035	15,000	100,000	100,000	-	100,000	100,000	100,000	-	-	SALY
65482	43705	ART SALES COMMISSION	1,200	-	-	-	-	-	-	-	-	-	na	
65482	43706	CONCESSION FEES	39,969	52,236	35,500	60,000	60,000	-	60,000	60,000	60,000	-	-	SALY
65482	43707	AUTO RENTAL COMMISSIONS	628,996	637,404	625,000	630,000	630,000	-	630,000	630,000	630,000	-	-	FY20 is projected to be within 1-2% of FY19 actuals, keeping the FY21 budget the SALY
65482	43233	FREIGHT HANDLING FEE	75,764	87,777	77,000	77,000	77,000	8,500	85,500	85,500	85,500	8,500	11.0%	FY20 is projected to be within 1% of FY19 actuals, budget accordingly
65482	43238	AIRLINE LANDING FEES	441,032	565,766	455,000	480,000	480,000	20,000	500,000	500,000	500,000	20,000	4.2%	Commercial landing fees for FY20 are projected to increase 25-30% over FY19 actuals, however, due to the unknown market & also the loss of Rectrix, we will budget conservatively and add an increase to be more in line with FY19 actuals (as opposed to an increase over FY20 projections)
65482		Noise Abatement	-	-	-	-	-	-	-	-	-	-	na	
65482	42450	AIRPORT INCOME	-	-	-	-	-	-	-	-	-	-	na	
65482	43234	RESERVED TIE DOWN FEES	54,025	61,500	55,000	50,000	50,000	-	50,000	50,000	50,000	-	-	SALY
65482	48434	OTHER FEES	-	-	-	-	-	-	-	-	-	-	na	
Total Fees:			1,288,277	1,510,718	1,262,500	1,397,000	1,397,000	28,500	1,425,500	1,425,500	1,425,500	28,500	2.0%	
Vehicle Income														
65482	43236	PARKING LOT FEES	38,191	72,866	150,000	75,000	75,000	(25,000)	50,000	50,000	50,000	(25,000)	(33.3%)	Due to the loss of Rectrix, NMA feels this will greatly impact the parking lot revenue due to the Rectrix Shuttle.
65482	47701	PARKING TICKETS	12,639	16,874	10,000	17,500	17,500	-	17,500	17,500	17,500	-	-	SALY
65482	44518	TAXI PERMITS	22,300	24,300	25,000	22,000	22,000	-	22,000	22,000	22,000	-	-	SALY
Total Vehicles:			73,131	114,040	185,000	114,500	114,500	(25,000)	89,500	89,500	89,500	(25,000)	(21.8%)	
Other Income														
65482	43634	CUSTOMER FACILITY CHARGES	167,200	164,364	160,000	165,000	165,000	-	165,000	165,000	165,000	-	-	FY20 is projected to be within 1-2% of FY19 actuals, keeping the FY21 budget the SALY
65482	43235	ANNUAL BUSINESS ACTIVITY FEE	48,000	75,000	45,000	60,000	60,000	1,500	61,500	61,500	61,500	1,500	2.5%	Reviewed total # of ABF's collected and revised budget amount removing Rectrix and Rectrix Ground Handling
65482	42401	PASSENGER FACILITY CHARGE(PFC)	542,591	536,264	460,000	525,000	525,000	(25,000)	500,000	500,000	500,000	(25,000)	(4.8%)	Decrease due to loss of Rectrix
65482	48201	INTEREST ON INVESTMENTS	64,634	105,974	25,000	25,000	25,000	-	25,000	25,000	25,000	-	-	SALY - due to the unknown market, better to not predict an increase
65482	43237	FINGER PRINTING FEES	2,950	5,950	2,200	2,500	2,500	-	2,500	2,500	2,500	-	-	SALY - FY19 has more than usual fees processed
65482	43708	MISC INC	49,750	656,010	7,000	15,000	15,000	-	15,000	15,000	15,000	-	-	FY19 actual is an 'outlier' because we rec'd 2 TSA Bag Belt Reimbursements (that we will never budget for) as well as a reclass from a previous liability that was no longer needed.
65482	45402	FEDERAL REV - LEO	123,647	82,702	90,800	90,800	90,800	-	90,800	90,800	90,800	-	-	SALY
65482	48100	SALE OF INVENTORY & FIXED	1,300	728	-	-	-	-	-	-	-	-	na	
65482	48400	MISC REVENUE	263	-	-	-	-	-	-	-	-	-	na	
65482	48436	INS PROCEEDS	-	-	-	-	-	-	-	-	-	-	na	
65482	48450	BOUNCED CHECKS	(300)	-	-	-	-	-	-	-	-	-	na	
65482	49000	REFUNDS	(30)	(24)	-	-	-	-	-	-	-	-	na	
65482	49104	PREMIUM REVENUE ON DEBT	-	-	-	-	-	-	-	-	-	-	na	
65482	49701	TRANSFER FROM GENERAL FUND	-	-	-	-	-	-	-	-	-	-	na	
Total Other Income:			1,000,005	1,626,968	790,000	883,300	883,300	(23,500)	859,800	859,800	859,800	(23,500)	(2.7%)	
SUBTOTAL OPERATING REVENUE			9,945,655	11,416,946	8,515,200	9,319,400	9,319,400	325,400	9,644,800	9,644,800	9,644,800	325,400	3.5%	
TRANSFER FROM GENERAL FUND			-	-	-	-	-	-	-	-	-	-	-	
TOTAL REVENUE			9,945,655	11,416,946	8,515,200	9,319,400	9,319,400	325,400	9,644,800	9,644,800	9,644,800	325,400	3.5%	



AIRPORT ENTERPRISE FUND  
FY2021 BUDGET PROJECTIONS (FINAL DRAFT FOR COMMISSION APPROVAL)  
EXPENDITURES

BUDGET 1/14/2020 - FINAL

ORG	OBJ	EXPENDITURES	Actual FY2018	Actual	FY2019	FY2019 BUDGET	FY2020 BUDGET	PROJECTED BUDGET FY2021 (FIN DEPT)	FY2021 AIRPORT MANAGER INC/DEC	FY2021 AIRCOMM/MANAGER RECOMMENDATION	FY2021 RECOMMENDATION	FINCOM	FY2021 BUDGET	\$ INC/(DEC) FY21/FY20	% INC/(DEC) FY21/FY20	NOTES/COMMENTS (SALY = Same as Last Year)
65482	51100	AIRPORT ADMINISTRATION SALARY*	1,090,645	1,141,270	1,089,900		1,069,000	\$ 1,069,000	\$ 77,500	\$ 1,146,500	\$ 1,146,500		\$ 1,146,500	\$ 77,500	7.2%	Increase due to estimated 2% COLA (for Non-Union) and included contractual obligations in Admin instead of account 51900. Also, increase Summer Aides budget by 5%
65482	51700	LONGEVITY PAY	76,785	80,734	72,560		76,200	\$ 76,200	5,100	\$ 81,300	81,300		81,300	\$ 5,100	6.7%	
65482	51122	AIRPORT OPERATIONS SALARY*	771,515	804,705	793,200		808,100	\$ 808,100	18,600	\$ 826,700	826,700		826,700	\$ 18,600	2.3%	Included a higher OT cushion due to a vacant position creating additional OT
65482	51123	AIRPORT MAINTENANCE SALARY*	967,571	961,866	990,300		974,200	\$ 974,200	(3,200)	\$ 971,000	971,000		971,000	\$ (3,200)	(0.3%)	Decreased the budget for OT
65482	51124	AIRPORT SECURITY SALARY	255,245	90,041	157,800		161,500	\$ 161,500	800	\$ 162,300	162,300		162,300	\$ 800	0.5%	
65482	51200	SALARY, SEASONAL	213,304	219,670	261,000		263,000	\$ 263,000	102,000	\$ 365,000	365,000		365,000	\$ 102,000	38.8%	Increase seasonal starting pay from \$16 to \$18 per hour & 3 additional seasonal guards for the terminal
65482	51701	INS PREM:MEDICAL BLUE CROSS	740,911	776,002	847,500		905,000	\$ 905,000	68,000	\$ 973,000	973,000		973,000	\$ 68,000	7.5%	Includes a 9.5% increase in premiums over the actual FY19 costs
65482	51960	COMPENSATION/UNEMPLOYMENT	-	-	-		-	\$ -	-	\$ -	-		-	\$ -	na	
65482	51961	MEDICARE P/R TAX	48,921	47,782	49,100		48,900	\$ 48,900	2,600	\$ 51,500	51,500		51,500	\$ 2,600	5.3%	
65482	51770	BARNSTABLE COUNTY RETIREMT FND	593,901	637,150	645,000		692,000	\$ 692,000	59,000	\$ 751,000	751,000		751,000	\$ 59,000	8.5%	Includes a 8.5% increase over the current FY20 Budget - provided by TON
65482	51900	CONTRACTUAL OBLIGATIONS**	-	-	21,000		21,000	\$ 21,000	(21,000)	\$ -	-		-	\$ (21,000)	(100.0%)	Included this in Admin Salary for FY21
TOTAL PAYROLL EXPENSES			\$ 4,758,798	\$ 4,759,220	\$ 4,927,360		\$ 5,018,900	\$ 5,018,900	\$ 309,400	\$ 5,328,300	\$ 5,328,300		\$ 5,328,300	\$ 309,400	6.2%	
65482	52501	MISC PURCH:FBO CATERING	309,807	283,763	330,000		297,000	297,000	(6,000)	\$ 291,000	291,000		291,000	\$ (6,000)	(2.0%)	FY20 is projected to increase approx. 13-15% over FY19 actuals (according to Q1 results), anticipating a 5% decrease in expenses for FY21 over FY20 projected (which is only a 2% decrease over FY20 budgeted)
65482	52502	MISC PURCH:FBO/PILOT SERVICES	30,449	35,027	32,750		34,500	34,500	1,500	\$ 36,000	36,000		36,000	\$ 1,500	4.3%	Slight increase to budget for annual carpet/furniture cleaning
65482	52505	EQUIPMENT RENTAL /FUEL TRUCK RENTAL	106,220	111,220	113,220		107,370	107,370	5,850	\$ 113,220	113,220		113,220	\$ 5,850	5.4%	New leases are expected for FY20 and budgeted for FY21 as if all 5 trucks stay on-island all 12 months (as opposed to being sent off in the off-season)
65482	55802	OTHER:CREDIT CARD COMM	268,241	262,003	230,000		250,000	250,000	15,000	\$ 265,000	265,000		265,000	\$ 15,000	6.0%	To be more in line with average of FY18 & FY19 actuals
TOTAL FBO EXPENSES			\$ 714,717	\$ 692,013	\$ 705,970		\$ 688,870	\$ 688,870	\$ 16,350	\$ 705,220	\$ 705,220		\$ 705,220	\$ 16,350	2.4%	
65482	52429	TRIENNIAL DRILL & SPECIAL EVENTS	14,663	-	-		-	-	10,000	\$ 10,000	10,000		10,000	\$ 10,000	na	We are due to have a triennial in FY21 however we are not using a consultant this year, Operations will be coordinating this year
65482	52504	PERSONNEL UNIFORMS	22,175	17,420	24,200		23,500	23,500	-	\$ 23,500	23,500		23,500	\$ -	-	SALY
65482	53187	TRAINING ARFF	14,181	20,086	26,000		28,700	28,700	(2,900)	\$ 25,800	25,800		25,800	\$ (2,900)	(10.1%)	Slight decrease due to not budgeting as many trainings - also moved budget for CPR & First Responder to Prof Development
65482	54109	MISC PURCH:OPERATIONS	32,511	28,310	28,000		29,000	29,000	2,000	\$ 31,000	31,000		31,000	\$ 2,000	6.9%	Increase to be more in line with average of FY18 & FY19 actuals plus some additional \$ for dry chem and foam
65482	54701	FIRE FIGHTER SUITS	2,270	-	5,000		5,000	5,000	-	\$ 5,000	5,000		5,000	\$ -	-	SALY
TOTAL ARFF/OPERATIONS EXPENSES			\$ 85,800	\$ 65,816	\$ 83,200		\$ 86,200	\$ 86,200	\$ 9,100	\$ 95,300	\$ 95,300		\$ 95,300	\$ 9,100	10.6%	
65482	52403	REP&MAINT:VEHICLE	28,571	29,057	28,000		26,300	26,300	18,700	\$ 45,000	45,000		45,000	\$ 18,700	71.1%	Combined account with Vehicle Supplies
65482	52404	REP&MAINT:BUILDING	130,331	133,108	213,200		195,800	195,800	4,200	\$ 200,000	200,000		200,000	\$ 4,200	2.1%	Anticipating additional work on HVAC system and rooftop units, also combining a portion from 'Bldg & Equ Supply' account (which will no longer be used)
65482	52405	REP&MAINT:EQUIPMENT	41,194	35,537	13,500		20,000	20,000	11,500	\$ 31,500	31,500		31,500	\$ 11,500	57.5%	Actual FY19 had a major repair on one of our loaders as well as a major repair on one of our generators. Since the past 2 years we have had generator repairs needed, we will budget accordingly. This account is also combining a portion from 'Bldg & Equ Supply' account (which will no longer be used)
65482	52409	REP&MAINT:AIRFIELD MAINTENCE	85,975	152,233	135,000		220,500	220,500	(36,000)	\$ 184,500	184,500		184,500	\$ (36,000)	(16.3%)	Lowered budget as a result of FY19 actuals but still left a cushion for unforeseen items (including taxiway patches if necessary)
65482	52411	REP&MAINT:GROUNDS	23,771	20,295	15,500		17,900	17,900	32,600	\$ 50,500	50,500		50,500	\$ 32,600	182.1%	Increase due to repairs needed for Summer Arrivals irrigation (including landscape - sod 6,300 sq ft) as well as drainage improvements
65482	52417	PARKING LOT MAINT	2,247	2,308	-		2,000	2,000	-	\$ 2,000	2,000		2,000	\$ -	-	SALY
65482	52419	NEW TOOLS & EQUIP	19,886	10,171	7,800		15,000	15,000	-	\$ 15,000	15,000		15,000	\$ -	-	SALY
65482	52420	PKG LOT TOW FEES	200	150	300		300	300	-	\$ 300	300		300	\$ -	-	SALY
65482	52424	FUEL STORAGE FACILITY MAINT	56,414	11,973	155,200		160,000	160,000	(69,000)	\$ 91,000	91,000		91,000	\$ (69,000)	(43.1%)	In FY20 we budgeted \$100k towards the Fuel Farm expenses, which is now capital. Included \$25k for AB Operator Services that are needed and weren't previously being done.
65482	52430	REP&MAINT:THOMPSON HOUSE	2,979	5,763	6,000		5,800	5,800	-	\$ 5,800	5,800		5,800	\$ -	-	SALY



AIRPORT ENTERPRISE FUND  
FY2021 BUDGET PROJECTIONS (FINAL DRAFT FOR COMMISSION APPROVAL)  
EXPENDITURES

BUDGET 1/14/2020 - FINAL

ORG	OBJ	EXPENDITURES	Actual FY2018	Actual	FY2019	FY2019 BUDGET	FY2020 BUDGET	PROJECTED BUDGET FY2021 (FIN DEPT)	FY2021 AIRPORT MANAGER INC/DEC	FY2021 AIRCOMM/MANAGER RECOMMENDATION	FY2021 RECOMMENDATION	FINCOM	FY2021 BUDGET	\$ INC/(DEC) FY21/FY20	% INC/(DEC) FY21/FY20	NOTES/COMMENTS (SALY = Same as Last Year)
65482	52906	SNOW REMOVAL & MAINTENANCE	4,739		13,092	20,300	19,000	19,000	(4,000)	\$ 15,000	15,000	15,000	15,000	\$ (4,000)	(21.1%)	Decreased to be more in line with FY19 actuals
65482	52907	PROPERTY:RUBBISH PICKUP	34,426		31,171	30,000	28,700	28,700	1,800	\$ 30,500	30,500	30,500	30,500	\$ 1,800	6.3%	Increased to be more in line with FY19 actuals
65482	53300	ENVIRONMENTAL	6,381		9,419	16,000	30,000	30,000	(9,000)	\$ 21,000	21,000	21,000	21,000	\$ (9,000)	(30.0%)	Decreased due to less tree removal needed as a result of new equipment purchase
65482	53303	TRANS:SECURITY	31,969		51,229	45,800	40,000	40,000	10,000	\$ 50,000	50,000	50,000	50,000	\$ 10,000	25.0%	Increase due to an increase in repairs needed on the security system
65482	53804	OTHER:FREIGHT	3,474		7,930	4,300	3,000	3,000	2,500	\$ 5,500	5,500	5,500	5,500	\$ 2,500	83.3%	Increase to account for unexpected freight charges (i.e. like in FY19 with the emergency shipment for an engine repair)
65482	54101	ENERGY:GAS & DIESEL	48,920		50,057	47,900	53,000	53,000	5,000	\$ 58,000	58,000	58,000	58,000	\$ 5,000	9.4%	Increase due to increase fuel costs & usage
65482	54214	VEHICLE SUPPLIES	9,843		15,927	10,000	16,500	16,500	(16,500)	\$ -	-	-	-	\$ (16,500)	(100.0%)	Combined account with R&M Vehicle
65482	54302	BLDG&EQ:MAINT & SUPPLIES	26,009		16,650	19,200	25,000	25,000	(25,000)	\$ -	-	-	-	\$ (25,000)	(100.0%)	Combining with R&M Building and R&M Equipment
65482	54501	CUSTODIAL:CLEANING SUPPLY	25,102		29,267	32,500	31,000	31,000	(1,000)	\$ 30,000	30,000	30,000	30,000	\$ (1,000)	(3.2%)	Based on FY19 actuals
TOTAL SERVICE AND MAINTENANCE			\$ 582,432	\$ 625,336	\$ 800,500	\$ 909,800	\$ 909,800	\$ (74,200)	\$ 835,600	\$ 835,600	\$ 835,600	\$ 835,600	\$ (74,200)	(8.2%)		
65482	52101	UTILITY:ELECTRICITY	331,670		363,036	366,000	375,000	375,000	21,000	\$ 396,000	396,000	396,000	396,000	\$ 21,000	5.6%	Used an average of FY18 & FY19 actuals and added a 13% increase per the TON Energy Dept. recommendation
65482	52103	UTILITY:FUEL OIL	47,849		57,700	40,000	57,000	57,000	10,000	\$ 67,000	67,000	67,000	67,000	\$ 10,000	17.5%	Increase due to an overall increase in our fuel oil gallon usage combined with an increasing cost in fuel oil per gallon
65482	52104	UTILITY:PROPANE	10,314		5,707	6,000	6,000	6,000	1,000	\$ 7,000	7,000	7,000	7,000	\$ 1,000	16.7%	Slightly increase due to unknown prices
65482	52105	UTILITY:WATER	33,084		33,711	37,000	35,000	35,000	-	\$ 35,000	35,000	35,000	35,000	\$ -	-	SALY
65482	52703	RENT/LSE:POSTAGE METER	649		621	850	850	850	(120)	\$ 730	730	730	730	\$ (120)	(14.1%)	
65482	53100	PROFESSIONAL SERVICES	272,152		276,975	375,000	344,122	344,122	105,545	\$ 449,667	449,667	449,667	449,667	\$ 105,545	30.7%	Increase for an anticipated increase in legal fees, possible settlement & PFAS issue
65482	53103	GENERAL:ADVERTISING	16,757		6,861	13,500	17,500	17,500	(4,500)	\$ 13,000	13,000	13,000	13,000	\$ (4,500)	(25.7%)	Decreasing due to a lower amount of advertising needed with Inky (actual FY18 was an "outlier" year)
65482	53157	POLICE PROTECTION SERVICES (INDIRECT COSTS)	250,000		250,000	250,000	250,000	250,000	-	\$ 250,000	250,000	250,000	250,000	\$ -	-	SALY
65482	53159	MARKETING	3,314		2,787	2,800	2,800	2,800	1,500	\$ 4,300	4,300	4,300	4,300	\$ 1,500	53.6%	Increase to upgrade our material used for Career Fairs and other special events
65482	53165	PROFESSIONAL SERVICES - AIP PROJECTS	-		3,365	-	-	-	5,000	\$ 5,000	5,000	5,000	5,000	\$ 5,000	na	Adding cushion for unforeseen capital expenses that don't have an approved account in place at the time
65482	53175	PROF SVCS: FLIGHT PLANNING (PASSUR)	26,400		26,400	26,400	26,400	26,400	-	\$ 26,400	26,400	26,400	26,400	\$ -	-	SALY
65482	53176	NOISE FLIGHT TRACKING SOFTWARE (EXCELIS)	16,500		16,500	15,750	16,500	16,500	-	\$ 16,500	16,500	16,500	16,500	\$ -	-	SALY
65482	53401	COMM:TELEPHONE	40,821		34,753	40,400	41,100	41,100	(1,900)	\$ 39,200	39,200	39,200	39,200	\$ (1,900)	(4.6%)	Decreasing to be more in line with FY19 actuals
65482	53402	COMM:POSTAGE	1,346		3,967	4,000	4,000	4,000	500	\$ 4,500	4,500	4,500	4,500	\$ 500	12.5%	
65482	53403	COMM: AIRPORT	15,713		15,444	15,200	15,200	15,200	3,600	\$ 18,800	18,800	18,800	18,800	\$ 3,600	23.7%	Increase due to new Comcast account in the terminal basement & possible upgrades to seasonal housing internet
65482	53803	OTHER:LICENSES & TAXES	977		820	700	1,000	1,000	100	\$ 1,100	1,100	1,100	1,100	\$ 100	10.0%	Increase due to more employees due for renewals
65482	54201	OFFICE SUPPLIES	14,003		11,620	24,000	17,800	17,800	(4,000)	\$ 13,800	13,800	13,800	13,800	\$ (4,000)	(22.5%)	Decreasing to be more in line with FY19 actual
65482	54202	OFFICE:EQUIPMENT	2,433		7,048	3,900	5,700	5,700	(1,400)	\$ 4,300	4,300	4,300	4,300	\$ (1,400)	(24.6%)	To have an annual budget allowance for new computers
65482	54213	RENT/LEASE:OFFICE EQUIPMENT	15,196		12,910	15,600	15,200	15,200	-	\$ 15,200	15,200	15,200	15,200	\$ -	-	SALY
65482	55101	BOOKS/SUBSCRIPTIONS	4,236		4,586	5,100	4,900	4,900	6,600	\$ 11,500	11,500	11,500	11,500	\$ 6,600	134.7%	Increased due to new vehicle tracking software with upfront costs (approx \$7k - out years will only be approx \$2k)
65482	55102	MEMBERSHIPS & DUES	7,773		6,663	9,700	8,300	8,300	(700)	\$ 7,600	7,600	7,600	7,600	\$ (700)	(8.4%)	
65482	57101	TRAVEL:HOTEL/LODGING	7,876		13,968	13,000	10,200	10,200	200	\$ 10,400	10,400	10,400	10,400	\$ 200	2.0%	
65482	57102	TRAVEL:TRANSPORTATION	9,660		19,300	15,200	14,900	14,900	800	\$ 15,700	15,700	15,700	15,700	\$ 800	5.4%	Please note that combined, all travel expense accounts are within \$500 of FY20 budget.
65482	57103	TRAVEL:SEMINARS/CONFERENCES - GENERAL	5,335		6,555	6,300	6,300	6,300	2,300	\$ 8,600	8,600	8,600	8,600	\$ 2,300	36.5%	
65482	57201	TRAVEL:MEALS & ENTERTAINMENT	1,595		2,578	4,000	3,700	3,700	(100)	\$ 3,600	3,600	3,600	3,600	\$ (100)	(2.7%)	
65482	57802	OTHER:PROF DEVELOPMENT	3,312		6,063	6,000	4,400	4,400	1,200	\$ 5,600	5,600	5,600	5,600	\$ 1,200	27.3%	
65482	57803	OTHER:BANK CHARGES	-		-	-	-	-	-	\$ -	-	-	-	\$ -	na	
TOTAL ADMINISTRATIVE EXPENSES			\$ 1,138,966	\$ 1,189,938	\$ 1,296,400	\$ 1,283,872	\$ 1,283,872	\$ 146,625	\$ 1,430,497	\$ 1,430,497	\$ 1,430,497	\$ 1,430,497	\$ 146,625	11.4%		
65482	57401	INS PREM:AUTO & LIABILITY	158,888		158,818	200,000	174,800	174,800	100	\$ 174,900	174,900	174,900	174,900	\$ 100	0.1%	Estimated a 10% increase over FY19 actuals
65482	57502	INS: WORKMANS COMP	-		-	-	-	-	-	\$ -	-	-	-	\$ -	na	
65482	59101	DEBT SERV:PRINCIPAL	818,000		800,000	867,000	680,000	680,000	(75,000)	\$ 605,000	605,000	605,000	605,000	\$ (75,000)	(11.0%)	Per Debt Schedule - no new debt
65482	59102	DEBT SERVICE INTEREST	421,207		341,088	354,088	316,338	316,338	(21,975)	\$ 294,363	294,363	294,363	294,363	\$ (21,975)	(6.9%)	Per Debt Schedule - no new debt
65482	59105	DEBT SERVICE BAN INTEREST	67,895		61,704	50,000	50,000	50,000	15,000	\$ 65,000	65,000	65,000	65,000	\$ 15,000	30.0%	Increase to be more in line with average of FY18 & FY19 actuals
65482	57407	INSURANCE CLAIM	-		-	-	-	-	-	\$ -	-	-	-	\$ -	na	
65482	59502	INDIRECTS	200,000		200,000	200,000	200,000	200,000	-	\$ 200,000	200,000	200,000	200,000	\$ -	-	SALY
65482	92004	UNPAID BILLS	-		-	-	-	-	-	\$ -	-	-	-	\$ -	na	
65482	57601	SETTLEMENTS	-		-	-	-	-	-	\$ -	-	-	-	\$ -	na	



AIRPORT ENTERPRISE FUND  
FY2021 BUDGET PROJECTIONS (FINAL DRAFT FOR COMMISSION APPROVAL)  
EXPENDITURES

BUDGET 1/14/2020 - FINAL

ORG	OBJ	EXPENDITURES	Actual FY2018	Actual	FY2019	FY2019 BUDGET	FY2020 BUDGET	PROJECTED BUDGET FY2021 (FIN DEPT)	FY2021 AIRPORT MANAGER INC/DEC	FY2021 AIRCOMM/MANAGER RECOMMENDATION	FY2021 RECOMMENDATION	FINCOM	FY2021 BUDGET	\$ INC/(DEC) FY21/FY20	% INC/(DEC) FY21/FY20	NOTES/COMMENTS (SALY = Same as Last Year)
65482	59991	REPAYMENT TO GENERAL FUND	285,264		190,556	235,620	235,620	235,620	-	\$ 235,620		235,620	235,620	\$ -	-	SALY
65482	59999	CONTIGNCY RESERVE-EXPENSE	-		-	25,000	75,000	75,000	-	\$ 75,000		75,000	75,000	\$ -	-	SALY
TOTAL OTHER EXPENSES			\$ 1,951,253	\$	1,752,165	\$ 1,931,708	\$ 1,731,758	\$ 1,731,758	\$ (81,875)	\$ 1,649,883	\$	1,649,883	\$ 1,649,883	\$ (81,875)	(4.7%)	
Total Other Expenses:			\$ 4,473,168	\$	4,325,269	\$ 4,817,778	\$ 4,700,500	\$ 4,700,500	\$ 16,000	\$ 4,716,500	\$	4,716,500	\$ 4,716,500	\$ 16,000	0.3%	
TOTAL EXPENSES			\$ 9,231,966	\$	9,084,489	\$ 9,745,138	\$ 9,719,400	\$ 9,719,400	\$ 325,400	\$ 10,044,800	\$	10,044,800	\$ 10,044,800	\$ 325,400	3.3%	
TOTAL REVENUES (Includes GF Subsidy)																

Estimated Use of retained Earnings\*  
\* Salary line items for Administration, Operations and Maintenance include Vacation, Sick Time, Personal time, Overtime, Shift Differentials, Holiday and Holiday Worked.

SUMMARY

Payroll-Salary	\$ 3,375,065	\$ 3,298,286	\$ 3,385,760	\$ 3,373,000	\$ 3,373,000	\$ 179,800	\$ 3,552,800	\$ 3,552,800	\$ 3,552,800	\$ 179,800	5.3%
Medicare P/R Tax Expense	48,921	47,782	49,100	48,900	48,900	2,600	51,500	51,500	51,500	2,600	5.3%
Medical Insurance	740,911	776,002	847,500	905,000	905,000	68,000	973,000	973,000	973,000	68,000	7.5%
Barnstable County Retirement	593,901	637,150	645,000	692,000	692,000	59,000	751,000	751,000	751,000	59,000	8.5%
Utilities	512,658	544,963	537,300	567,100	567,100	35,100	602,200	602,200	602,200	35,100	6.2%
Airport Fuel-Since 2012 Reported in Fuel Revolver	-	-	-	-	-	-	-	-	-	-	na
Repairs & Maintenance	376,221	403,365	586,700	667,300	667,300	(42,000)	625,300	625,300	625,300	(42,000)	(6.3%)
Professional Services	315,052	323,240	417,150	387,022	387,022	110,545	497,567	497,567	497,567	110,545	28.6%
Police Protection Services	250,000	250,000	250,000	250,000	250,000	-	250,000	250,000	250,000	-	-
Settlements/Personnel Contract Expense	-	-	-	-	-	-	-	-	-	-	na
General Insurance & WC	158,888	158,818	200,000	174,800	174,800	100	174,900	174,900	174,900	100	0.1%
FBO Catering	309,807	283,763	330,000	297,000	297,000	(6,000)	291,000	291,000	291,000	(6,000)	(2.0%)
Other Supplies	94,844	83,636	93,500	105,300	105,300	(46,500)	58,800	58,800	58,800	(46,500)	(44.2%)
Travel	24,466	42,401	38,500	35,100	35,100	3,200	38,300	38,300	38,300	3,200	9.1%
Debt Service	1,307,102	1,202,791	1,271,088	1,046,338	1,046,338	(81,975)	964,363	964,363	964,363	(81,975)	(7.8%)
Indirect Costs	200,000	200,000	200,000	200,000	200,000	-	200,000	200,000	200,000	-	-
Other	924,130	832,291	893,540	970,540	970,540	43,530	1,014,070	1,014,070	1,014,070	43,530	4.5%
TOTAL AIRPORT	\$ 9,231,966	\$ 9,084,489	\$ 9,745,138	\$ 9,719,400	\$ 9,719,400	\$ 325,400	\$ 10,044,800	\$ 10,044,800	\$ 10,044,800	\$ 325,400	3.3%



FY 2021 Personnel Spreadsheet

Nantucket Memorial Airport Enterprise Fund

Number of Positions in Department

ORG: 65482

Full-time	33
Part-time	0
Seasonal	21
Temporary	0
Vacancies	2
New Positions Requested	0

BUDGET 1/14/2020 - FINAL

TOTAL OF ALL POSITIONS 56

	Name, Position	Job Code	Avg Hours Per Week	Class & Step as of 6/30/19 (e.g., B-Step 3)	FY2021 Step Increase Date	FY2021 Projected Salary	Longevity Pay	Other	Total by Employee
5621	RAFTER, T. - AIRPORT MANAGER	A101	40.00	CONTRACT	6/4/2021	174,000	3,500	-	177,500
6952	HUBOVA, H - FBO CLERK	A106	40.00	UNION	2/11/2020	51,000	-	-	51,000
2870	CROOKS, D. - FINANCE ASSISTANT	A122	40.00	NON-UNION	11/15/2020	107,000	5,400	-	112,400
5448	KARBERG, N. - AIRPORT ASST. MANAGER	A128	40.00	NON-UNION	2/11/2021	104,000	3,200	-	107,200
2576	HEINTZ, L. - OPERATIONS OFFICE CLERK	A129	40.00	UNION	12/7/2020	83,000	4,200	-	87,200
3754	PERALES,K. - OFFICE MANAGER	A120	40.00	NON-UNION	8/22/2020	74,000	3,000	-	77,000
5607	PEREZ,W.- FBO SUPERVISOR	A129	40.00	SUPR-5	9/3/2020	68,000	-	-	68,000
6547	PETROVA-POWERS,R. - OPERATIONS OFFICE CLERK	A129	40.00	UNION	4/10/2021	54,000	-	-	54,000
5962	SANDBURY, J. - BUSINESS FINANCE MANAGER	A104	40.00	NON-UNION	5/6/2021	102,000	2,100	-	104,100
454	SYLVIA, D. - ASST. AIRFIELD SUPERVISOR	A124	40.00	NON-UNION	1/3/2021	128,000	6,400	-	134,400
6229	SYLVIA, L. - ADMIN ASSISTANT	A125	40.00	NON-UNION	10/15/2020	55,000	-	-	55,000
5773	TRUE, L. - OPERATIONS OFFICE CLERK	A129	40.00	UNION	5/6/2021	56,000	-	-	56,000
	CULTURE & TOURISM - SUMMER AIDES			NON-UNION		5,700			5,700
4237	PARTIDA, J. - OFFICE ASST. TO TERM	A121	40.00	NON-UNION	10/2/2020	75,000	3,000	-	78,000
	VACANT - TERMINAL COORDINATOR	NA	40.00	NON-UNION	TBD	85,000	-	-	85,000
4969	FALCONER, A. - OPERATIONS	A130	40.00	OPS-1	1/14/2021	74,000	2,300	-	76,300
3608	MOONEY, T. - OPERATIONS	A130	40.00	OPS-5	5/9/2021	82,000	3,300	-	85,300
3683	WELLINGTON, F. - OPERATIONS	A130	40.00	OPS-5	7/22/2020	79,000	3,200	-	82,200
4638	NELSON, S.- OPERATIONS	A130	40.00	OPS-1	6/9/2021	70,000	2,100	-	72,100
5050	SPENCE, N.- OPERATIONS	A130	40.00	OPS-2	7/1/2020	70,000	-	-	70,000
3563	HARIMON, P. - OPS SUPERINTENDENT	A133	40.00	SUPR-5	9/21/2020	108,000	4,400	-	112,400
1303	BUCKLEY, B. - OPERATIONS SUPV	A132	40.00	SUPR-5	3/22/2021	95,000	4,800	-	99,800
5202	SPENCE, D.- OPERATIONS	A130	40.00	OPS-1	12/9/2020	70,000	-	-	70,000
	VACANT - OPERATIONS	A130	40.00	OPS-1	TBD	60,500	-	-	60,500
400	LIBURD, L. - MAINTENANCE	A140	40.00	M1-5	2/27/2021	80,000	3,200	-	83,200
445	GRANGRADE, J. - MAINT SUPERINTENDENT	A140	40.00	M1-5	8/2/2020	105,000	5,300	-	110,300
1680	ALLEN, G. - MAINTENANCE	A140	40.00	M1-5	4/18/2021	87,000	4,400	-	91,400
2537	O'NEIL, M. - MAINTENANCE SUPERVISOR	A140	40.00	M3-5	9/8/2020	92,000	4,600	-	96,600
2635	PINEDA, N. - MAINTENANCE	A140	40.00	M1-5	10/2/2020	78,000	3,100	-	81,100
711	HOLDGATE, R. - MAINTENANCE	A140	40.00	M3-5	6/11/2021	84,000	3,400	-	87,400
5117	AGUIAR, M. - MAINTENANCE	A140	40.00	M1-0	10/6/2020	75,000	2,300	-	77,300
2927	FOWLER, P. - MAINTENANCE	A140	40.00	M1-5	4/10/2021	82,000	4,100	-	86,100
6490	BEAMISH, J-MAINTENANCE	A140	40.00	MS	6/11/2021	59,000	-	-	59,000
6932	BACKUS, JEB - MAINTENANCE MECHANIC	A140	40.00	M1-5	11/19/2020	67,000	-	-	67,000
6735	REID, D. - MAINTENANCE	NA	40.00	M1-5	1/3/2021	59,000	-	-	59,000
5781	JOHNSON, C. - MAINTENANCE	NA	40.00	M1-5	1/16/2021	59,000	-	-	59,000
11	SEASONAL (20 POSITIONS)	SEAS	15-20 WKS @ 40HRS	TOWN WARRANT	7/1/2020	325,000	-	-	325,000

Total Prorated Salary (Administration) ( Munis 51100 )	\$ 1,061,700
Total Prorated Salary (Security)	\$ 160,000
Total Prorated Salary (Operations)	\$ 708,500
Total Prorated Salary (Maintenance)	\$ 927,000
Total Prorated Salary (Seasonal)	\$ 325,000
Total Longevity ( Munis 51700 )	\$ 81,300
Total Education ( Munis 51600 )	\$ -
Total Certification Pay (Operations) ( Munis 515xx )	\$ -
Total Certification Pay (Maintenance) ( Munis 515xx )	\$ -
Total Holiday Worked Pay (Admin/FBO) ( Munis 518xx )	\$ 7,500
Total Holiday Worked Pay (Operations) ( Munis 518xx )	\$ 28,000
Total Holiday Worked Pay (Maintenance) ( Munis 518xx )	\$ 13,000
Shift Differential (Admin/FBO) ( Munis 514xx )	\$ 4,000
Shift Differential (Operations) ( Munis 514xx )	\$ 10,200
Shift Differential (Maintenance)( Munis 514xx )	\$ 4,000
Overtime Admin (enter on Munis 513xx )	\$ 10,000
Overtime Operations (enter on Munis 513xx)	\$ 80,000
Overtime Maintenance (enter on Munis 513xx)	\$ 27,000
Overtime Seasonal (enter on Munis 513xx )	\$ 40,000
Overtime Security (enter on Munis 513xx )	\$ 2,300
Contractual Obligation <sup>(1)</sup>	\$ 63,300
Promotional Increase	\$ -
Subtotal	\$ 3,552,800
Medicare (enter on Munis 51961 )	\$ 51,500
Health Insurance	\$ 973,000
BCRS Retirement	\$ 751,000
Total	\$ 5,328,300

(1) Airport Manager housing stipend (\$18,000 annually) plus \$3,000 deferred compensation.



NANTUCKET MEMORIAL AIRPORT  
FY21 ESTIMATED HEALTH CARE PREMIUMS

BUDGET 1/14/2020 - FINAL

PAY		PAY DESC	EMPLOYEE	CURRENT PREM AMOUNT	
		RETIRES			
2536	ENTRETPI	DAVIS, JOHN		458.94	
2536	ENTRETPI	MUHLER, TED		458.94	
2536	ENTRETPI	NORRIS, JO ANN		458.94	
2536	ENTRETPI	SMITH, THERESA		458.94	
2537	RETENTPPF	TALLMAN, ROBERT		978.72	
2537	RETENTPPF	TORRES, JANINE		978.72	
2537	RETENTPPF	WHEELER, JACK		978.72	
2538	RET IND MM	LAWTON, RICHARD		645.35	
2539	RET FAM MM	BELL, PAMELA		1,401.54	
2569	RET MEDEX	BOND, KAREN		125.54	
2569	RET MEDEX DOUBLE	CROSBY, MALCOLM		233.90	
2569	RET MEDEX DOUBLE	JEAGER, FRED		233.90	
2569	RET MEDEX	KING, BRUCE		125.54	
2569	RET MEDEX	LAWTON, RICHARD		125.54	
2569	RET MEDEX DOUBLE	MARKS, JEFFREY		233.90	
2569	RET MEDEX	MUHLER, TED		125.54	
2569	RET MEDEX	NORRIS, JO ANN		125.54	
2569	RET MEDEX	SMITH, THERESA		125.54	

CURRENT EMPLOYEES & VACANCIES

2558	ENTPPOI26	AGUIAR, MATTHEW		458.94	
2558	ENTPPOI26	FOWLER, PETER		458.94	
2558	ENTPPOI26	HEINTZ, LEISA		458.94	
2558	ENTPPOI26	HOLDGATE, ROBERT		458.94	
2558	ENTPPOI26	JOHNSON, CLEMENT		458.94	
2558	ENTPPOI26	O'NEIL, MICHAEL		458.94	
2558	ENTPPOI26	SPENCE, DURAND		458.94	
2558	ENTPPOI26	SPENCE, NOLAN		458.94	
2558	ENTPPOI26	TRUE, LINDA		458.94	
2566	ENTPPOFAM26	ALLEN, GARRETT		978.72	
2566	ENTPPOFAM26	BACKUS, JEB		978.72	
2566	ENTPPOFAM26	BUCKLEY, BLAINE		978.72	
2566	ENTPPOFAM26	CROOKS, DEBRA		978.72	
2566	ENTPPOFAM26	FALCONER, ADDISON		978.72	
2566	ENTPPOFAM26	GRANGRADE, JOHN		978.72	
2566	ENTPPOFAM26	HARIMON, PRESTON		978.72	
2566	ENTPPOFAM26	HUBOVA, HELENA		978.72	
2566	ENTPPOFAM26	LIBURD, LEONARD		978.72	
2566	ENTPPOFAM26	MOONEY, TIMOTHY		978.72	
2566	ENTPPOFAM26	NELSON, SHANROY		978.72	
2566	ENTPPOFAM26	PARTIDA, JORENE		978.72	
2566	ENTPPOFAM26	PERALES, KATY		978.72	
2566	ENTPPOFAM26	PEREZ, WILMA		978.72	
2566	ENTPPOFAM26	PETROVA-POWERS, RADO		978.72	
2566	ENTPPOFAM26	PINEDA, NOE		978.72	
2566	ENTPPOFAM26	REID, DENNIS		978.72	
2566	ENTPPOFAM26	SANDSBURY, JAMIE		978.72	
2566	ENTPPOFAM26	SYLVIA, DAVID		978.72	
2566	ENTPPOFAM26	WELLINGTON, FREDERIC		978.72	
2566	ENTPPOFAM26	VACANT OPS		978.72	
2566	ENTPPOFAM26	VACANT TERM. COOR.		978.72	

\*\*EXPECTED TO SWITCH FROM HIS WIFE'S TO THE AIRPORTS

CURRENT EMPLOYEES WHO AREN'T USING THE AIRPORT HEALTH INSURANCE

NOAH KARBERG
TOM RAFTER
LILLIAN SYLVIA (currently covered under Dave Sylvia)
JEFF BEAMISH

Total per pay period (for all) \$ 33,936.05 \$ 882,337.30 26 pay periods

Airport Fund Health Insurance Enrollment									
		MM			PPO			RETIRED	
		IND	FAM		IND	FAM		SINGLE	DOUBLE
No. of subscribers		1		1	13	25	6	3	49
FY2020 Rates for Town		\$ 16,779.22	\$ 36,440.02	\$ 11,932.47	\$ 25,446.72	\$ 3,672.85	\$ 7,345.70		
Estimated Increase		9.5%	9.5%	9.5%	9.5%	9.5%	9.5%		
Estimated FY2021 Rates for Town		\$ 18,373.25	\$ 39,901.82	\$ 13,066.05	\$ 27,864.16	\$ 4,021.77	\$ 8,043.54		
Subtotal for each category w/ increase		\$ 18,373.25	\$ 39,901.82	\$ 169,858.71	\$ 696,603.96	\$ 24,130.62	\$ 24,130.62	\$ 972,998.99	

65482-51701 BUDGET VS ACTUAL

FY21 Budget (rounded) \$ 973,000.00

BUDGET		ACTUAL	\$ DIFFERENCE	% DIFFERENCE
FY2013	\$ 504,800.00	\$ 484,783.52	\$ (20,016.48)	-4%
FY2014	\$ 535,088.00	\$ 539,062.47	\$ 3,974.47	1%
FY2015	\$ 577,900.00	\$ 597,609.74	\$ 19,709.74	3%
FY2016	\$ 647,248.00	\$ 678,045.03	\$ 30,797.03	5%
FY2017	\$ 676,913.00	\$ 741,775.31	\$ 64,862.31	10%
FY2018	\$ 764,500.00	\$ 740,910.55	\$ (23,589.45)	-3%
FY2019	\$ 874,500.00	\$ 776,001.53	\$ (98,498.47)	-11%
FY2020	\$ 905,000.00			



FY21 Capital Request Summary						
Nantucket Memorial Airport						
Revised for Airport Commission Meeting 1/14/2020						
CATEGORY	PROJECT NAME	EE	FY	ESTIMATED COST	PROJECT DESCRIPTION	
AIP Projects	Security Improvements (Access Control) (Min Standards for TSA)	TR	2021	\$ 4,030,250.00	Supplemental Funding Request to A20'20 Security Systems Upgrades w/ updated estimates as of 12/05/19	
Environmental	Regulatory Investigations & remediation into soils and groundwater	NK	2021	\$ 250,000.00	Requesting a transfer from Retained Earnings to fund the start of this capital request	R/E transfer approved 12/10/19 Commission Meeting
Infrastructure	Direct Digital Control System for Terminal Geothermal	GA	2021	\$ 206,000.00	The current software is no longer used so if for some reason it crashes, we will not be able to control the systems	
Infrastructure	Fuel Farm Rehabilitation - Supplemental	TR	2021	\$ 1,058,600.00	Replace deteriorated piping (with stainless steel that requires no painting), pumps, cabinets, flame detection and fire suppression (an automatic system per NFD) elements of the fuel farm.	<b>**New - pending Airport Commission approval</b> Requesting Airport Commission approval to fund this request with \$558,600 using R/E; the remaining \$500k would be funded with a borrowing authorization
Maintenance/Equipment	A-4 Truck Replacement	JG	2021	\$ 46,000.00	This is to replace a 1999 F-250 crew truck (A-4) that has exceeded it's useful life	
Maintenance/Equipment	Generator Housing Rehabs	JG	2021	\$ 50,000.00	2 generator units at the ARFF Station and Terminal have rusted housings due to weather/environment	
Maintenance/Equipment	LED Runway Closure Markers (Runway X's)	JG	2021	\$ 74,000.00	This is to replace the light up X's for runway closure. Current X's are 16yrs old and have exceeded their useful life	
Maintenance/Equipment	John Deere Z994R Diesel Commercial Z-Trak	JG	2021	\$ 18,000.00	This is to replace the 9 year old Z-Trac that has exceeded it's useful life. We may only be able to use the current machine for another year or so.	
Operations/ARFF	Lectro Tug	PH	2021	\$ 125,000.00	Current medium size tug is 15 years old and has exceeded it's useful life	
Operations/ARFF	Replace Passenger Buses (replace 1 of 2, replace the other in FY22)	JG	2021	\$ 80,000.00	This is to replace the one of two busses (replace the second in FY22) that are 9 yrs old and exceeded their useful life	
Operations/ARFF	Ground Power Unit (GPU)	PH	2021	\$ 45,000.00	One of our 3 GPU's has been decommissioned due to unable to order parts as it's 20+ years old	
				\$ 5,982,850.00		
			AIP Projects	\$ 4,030,250.00		
			Environmental	\$ 250,000.00		
			Information Technology	\$ -		
			Infrastructure	\$ 1,264,600.00		
			Maintenance/Equipment	\$ 188,000.00		
			Operations/ARFF	\$ 250,000.00		
			Security	\$ -		
				\$ 5,982,850.00		



TOTAL PARKING LOT & VIOLATION TICKET REVENUE  
Fiscal Year 7/1/XX-6/30/XX

PARKING LOT REVENUE (GROSS)	July	August	September	October	November	December	January	February	March	April	May	June	Total
FY2016	\$ 40,880	\$ 38,980	\$ 35,420	\$ 24,490	\$ 28,370	\$ 16,780	\$ 11,390	\$ 6,500	\$ 12,740	\$ 7,660	\$ 25,950	\$ 26,790	\$ 275,950
FY2017	\$ 35,060	\$ 39,280	\$ 25,740	\$ 14,440	\$ 10,030	\$ 13,250	\$ 10,150	\$ 11,550	\$ 8,570	\$ 10,720	\$ 17,380	\$ 21,500	\$ 217,670
FY2018	\$ 35,169	\$ 22,370	\$ 13,283	\$ 13,516	\$ 5,649	\$ 11,749	\$ 10,203	\$ 8,064	\$ 9,946	\$ 5,421	\$ 12,922	\$ 25,665	\$ 173,957
FY2019	\$ 32,140	\$ 41,234	\$ 16,730	\$ 10,341	\$ 11,208	\$ 6,924	\$ 8,419	\$ 8,048	\$ 11,806	\$ 10,102	\$ 10,956	\$ 23,578	\$ 191,486
FY2020	\$ 43,462	\$ 45,087	\$ 21,778	\$ 15,153	\$ 8,522								\$ 134,001

Please note this is the gross revenue for parking lot activity. Republic provides monthly statements with gross revenue less all expenses and remits a check to NMA for the net amount. Please see 'Net Revenue Summary' for the net revenue received.

VIOLATION TICKET REVENUE (GROSS)	July	August	September	October	November	December	January	February	March	April	May	June	Total
FY2016	\$ 2,015	\$ 3,225	\$ 1,045	\$ 2,405	\$ 1,685	\$ 1,370	\$ 240	\$ 350	\$ 800	\$ 915	\$ 575	\$ 5,245	\$ 19,870
FY2017	\$ 1,430	\$ 3,415	\$ 2,870	\$ 1,485	\$ 270	\$ 1,170	\$ 410	\$ 150	\$ 985	\$ 1,045	\$ 415	\$ 950	\$ 14,595
FY2018	\$ 1,110	\$ 1,150	\$ 1,510	\$ 100	\$ 1,559	\$ 2,319	\$ 3,129	\$ 1,553	\$ 1,460	\$ 1,098	\$ 611	\$ 3,331	\$ 18,930
FY2019	\$ 2,919	\$ 5,122	\$ 4,313	\$ 4,649	\$ 3,271	\$ 1,821	\$ 639	\$ 1,518	\$ 852	\$ 649	\$ 1,619	\$ 2,170	\$ 29,542
FY2020	\$ 4,628	\$ 6,372	\$ 6,380	\$ 3,356	\$ 1,828								\$ 22,564

Please note this is combined (gross) total of violation ticket revenue issued by Republic as well as tickets issued by NMA staff, which are sent to the Airport Parking Clerk, Kevin Bolduc. Please see 'Net Revenue Summary' for the breakout between vendors.

NET REVENUE SUMMARY

	FY18	FY19	\$ Change CY over PY	% Change CY over PY
Gross Revenue Parking (Republic)	\$ 173,957	\$ 191,598	\$ 17,641	10%
Gross Revenue Violation Tickets				
Republic	\$ 11,930	\$ 25,422	\$ 13,492	113%
Airport Parking Clerk, K. Bolduc	\$ 7,000	\$ 4,120	\$ (2,880)	-41%
	\$ 18,930	\$ 29,542	\$ 10,612	56%
Total Gross Revenue	\$ 192,887	\$ 221,140	\$ 28,253	15%
Related Expenses (Republic Only)	\$ 123,431	\$ 137,385	\$ 13,954	11%
Net Revenue	\$ 69,456	\$ 83,755	\$ 14,299	21%

AS OF NOVEMBER		\$ Change	% Change
FY19	FY20	CY over PY	CY over PY
\$ 111,653	\$ 134,001	\$ 22,348	20%
\$ 16,859	\$ 21,794	\$ 4,935	29%
\$ 3,415	\$ 770	\$ (2,645)	-77%
\$ 20,274	\$ 22,564	\$ 2,290	11%
\$ 131,927	\$ 156,565	\$ 24,638	19%
\$ 63,873	\$ 65,089	\$ 1,216	2%
\$ 68,054	\$ 91,476	\$ 23,422	34%

**ROSELLI, CLARK & ASSOCIATES**  
Certified Public Accountants

**NANTUCKET MEMORIAL AIRPORT**  
**An Enterprise Fund of the Town of**  
**Nantucket, Massachusetts**

Report on Examination of the  
Basic Financial Statements

Year Ended June 30, 2019



**NANTUCKET MEMORIAL AIRPORT**  
**AN ENTERPRISE FUND OF THE TOWN OF NANTUCKET, MASSACHUSETTS**

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**JUNE 30, 2019**

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CERTIFIED PUBLIC ACCOUNTANTS

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## **INDEPENDENT AUDITORS' REPORT**

Nantucket Memorial Airport Commission  
Nantucket Memorial Airport  
Nantucket, Massachusetts

### **Report on the Financial Statements**

We have audited the accompanying financial statements of the Nantucket Memorial Airport (the "Airport"), an enterprise fund of the Town of Nantucket, Massachusetts (the "Town"), as of and for the year ended June 30, 2019, and the related notes to the financial statements, which collectively comprise the Airport's basic financial statements as listed in the table of contents.

### **Management's Responsibility for the Financial Statements**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### **Auditors' Responsibility**

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

## **Opinions**

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Airport as of June 30, 2019, and the changes in financial position and, cash flows thereof, for the year then ended in accordance with accounting principles generally accepted in the United States of America.

## **Restatement**

We audited the Airport's basic financial statements for the year ended June 30, 2018, for which we issued an unmodified opinion dated October 9, 2018. Restatements were made to the beginning balances of long-term liabilities to account for the execution of a multi-year repayment agreement between the Airport and the Town and to the beginning net OPEB liability balance to account for a change in measurement dates. The Airport's previously reported net position was restated and reduced \$3,371,203 in connection with these two items. Our opinion was not modified with respect to the matter.

## **Other Matters**

### *Required Supplementary Information*

Accounting principles generally accepted in the United States of America require that management's discussion and analysis, the schedules of the Airport's proportionate share of the net pension liability and its contributions to pension plans as listed in the table of contents, be presented to supplement the basic financial statements. Such information, although not part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic or historical context.

We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

### **Other Reporting Required By *Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued a report dated October 10, 2019 on our consideration of the Town's internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements and other matters. That report was issued in conjunction with the audit of the Airport, which is an enterprise fund of the Town. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Town's internal control over financial reporting and compliance.

A handwritten signature in cursive script that reads "Roselli, Clark & Associates".

Roselli, Clark & Associates  
Certified Public Accountants  
Woburn, Massachusetts  
October 10, 2019

## MANAGEMENT'S DISCUSSION AND ANALYSIS

Our discussion and analysis of the Nantucket Memorial Airport's (the "Airport") financial performance provides an overview of the Airport's financial activities for the fiscal year ended June 30, 2019. The Airport is an enterprise fund of the Town of Nantucket, Massachusetts (the "Town"). We encourage readers to consider the information presented here in conjunction with their review of the basic financial statements, notes to the basic financial statements and required supplementary information.

### FINANCIAL HIGHLIGHTS

- The Airport reported over \$1.8 million in net income on a statutory basis in 2019 versus a loss of nearly \$475,000 in 2018. Fuel sales were more robust in 2019; fuel sales increased nearly \$1.3 million year-over-year as air traffic from larger jets increased approximately 12% year-over-year.
- The assets and deferred outflows or resources of the Airport exceeded its liabilities and deferred inflows of resources at the close of the most recent fiscal year by nearly \$50.6 million (*total net position*).
- The Airport's total net position at June 30, 2019 increased approximately \$980,000, or 2.0%, from June 30, 2018.
- The Airport reported a net loss from operations of approximately \$470,000 in 2019 versus \$855,000 in 2018. Operating losses were offset by capital grants primarily from the Federal Aviation Administration, or FAA, of approximately \$1.6 million and \$2.9 million in 2019 and 2018, respectively.
- The Airport's cash flows from operating activities exceeded \$3.0 million in 2019 versus \$2.4 million in 2018.
- The Airport's general obligation bonds decreased \$800,000 at June 30, 2019 to \$8,370,000.

### OVERVIEW OF THE FINANCIAL STATEMENTS

This report consists of two parts – management's discussion and analysis and the basic financial statements. The financial statements also include notes that explain information in the financial statements in more detail. The Airport is an enterprise fund of the Town. Accordingly, the financial statements are presented using the economic resources measurement focus and the accrual basis of accounting. Enterprise fund statements offer short-term and long-term financial information about the activities and operations of the Airport. These statements are presented in a manner similar to a private business.

The *statement of net position* presents information on all of the Airport's assets and deferred outflows of resources and its liabilities and deferred inflows of resources, with the difference between the two reported as *net position*. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial condition of the Airport is improving or deteriorating.

The *statement of revenues, expenses and changes in net position* presents information showing how the Airport's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will



only result in cash flows in future fiscal periods (e.g., uncollected receivables and earned but unused vacation leave.)

The *statement of cash flows* presents information on the Airport's cash receipts, cash payments and changes in cash resulting from operations, investments and financing activities.

## FINANCIAL ANALYSIS

The following table summarizes the condensed comparative financial data for the Airport's net position for the years ended June 30, 2019 and 2018:

	<u>June 30, 2019</u>	<u>June 30, 2018 (a)</u>
Assets:		
Current and other assets	\$ 12,005,823	\$ 9,632,923
Capital assets, net	<u>64,959,488</u>	<u>66,347,337</u>
Total Assets	<u>76,965,311</u>	<u>75,980,260</u>
Deferred Outflows of Resources	<u>1,673,560</u>	<u>945,054</u>
Liabilities:		
Long-term liabilities	22,430,137	21,872,200
Other liabilities	<u>4,792,560</u>	<u>4,534,313</u>
Total Liabilities	<u>27,222,697</u>	<u>26,406,513</u>
Deferred Inflows of Resources	<u>857,662</u>	<u>940,495</u>
Net Position:		
Net investment in capital assets	54,499,063	52,689,191
Unrestricted	<u>(3,940,551)</u>	<u>(3,110,885)</u>
Total Net Position	<u>\$ 50,558,512</u>	<u>\$ 49,578,306</u>

(a) As restated; refer to Note O to the financial statements.

As noted earlier, net position may serve over time as a useful indicator of the Airport's financial condition. In the case of the Airport, assets and deferred outflows of resources exceeded liabilities and deferred inflows of resources by approximately \$50.6 million at June 30, 2019.

The Airport's net position is categorized as either unrestricted or net investment in capital assets. The vast majority of the Airport's net position is classified as net investment in capital assets. This includes the historical cost or donated value of land, buildings, infrastructure, vehicles, machinery and equipment less any related debt used to acquire those assets outstanding at year end. The Airport uses these assets to serve its customers and consequently these assets are not available for future spending. Although the Airport's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

The Airport continues to report a deficit in its unrestricted net position. This deficit increased nearly \$830,000 in 2019 to over \$3.9 million at June 30, 2019. The accounting and reporting of the Airport's net pension and net OPEB liabilities resulted in an approximate \$9.9 million burden on unrestricted net position.

The following table summarizes the condensed comparative financial data for the Airport's changes in net position for the years ended June 30, 2019 and 2018:

	Years Ended June 30,	
	2019	2018 *
Operating revenues	\$ 16,052,955	\$ 14,114,495
Expenses:		
Payroll and personnel costs	5,630,834	5,185,087
Operating expenses	8,093,218	7,131,740
Depreciation	<u>2,798,544</u>	<u>2,652,536</u>
Total Expenses	<u>16,522,596</u>	<u>14,969,363</u>
Operating Income	(469,641)	(854,868)
Nonoperating Revenues (Expenses), net	(136,540)	(268,983)
Capital Contributions and Transfers, net	<u>1,586,387</u>	<u>2,901,000</u>
Change in Net Position	<u>980,206</u>	<u>1,777,149</u>
Net Position:		
Beginning of year	49,578,306	51,172,360
Restatement (refer to Note O)	<u>-</u>	<u>(3,371,203)</u>
End of year	<u>\$ 50,558,512</u>	<u>\$ 49,578,306</u>

\* Certain reclassifications were made to the 2018 balances to conform with current year presentation.

The Airport's operating revenues increased approximately \$1.9 million year-over-year. The majority of this increase was attributable to increased jet fuel sales.

Normal operating expenses, excluding depreciation expense, increased over \$1.4 million year-over-year. A significant portion of this increase related to jet fuel purchases, which corresponded to the increase in jet fuel sales. Additionally, non-cash personnel costs related to pensions and OPEB were significantly higher year-over-year.

Depreciation expense (a non-cash item) increased over \$146,000 in 2019 as several construction projects were placed in service in the past two fiscal years.

The Airport's operations are subject to annual appropriations by Town Meeting. Statutory accounting differs greatly from accounting generally accepted in the United States of America, or GAAP. On a statutory basis, the Airport reported a net income of \$1,835,942 in 2019 versus a loss of \$474,650 in 2018. The primary contributors to the difference between the Airport's statutory operating loss and its increase in net position (i.e., net income) on a GAAP basis include:

	2019	2018
Net income (loss) on a statutory basis	\$ 1,835,942	\$ (474,650)
Adjustments to convert statutory records to GAAP:		
Repayment of bonds	800,000	818,000
Depreciation expense	(2,798,544)	(2,652,536)
Capital additions	1,410,695	4,101,258
Revenue recognition	208,266	58,347
Other postemployment benefits accounting	(342,989)	(266,682)
Pension accounting	(345,588)	(199,336)
Other items	212,424	392,748
Total adjustments to statutory net income	(855,736)	2,251,799
Increase in net position on a GAAP basis	<u>\$ 980,206</u>	<u>\$ 1,777,149</u>

## **CAPITAL ASSET AND DEBT ADMINISTRATION**

The Airport's capital assets, net of accumulated depreciation totaled nearly \$65.0 million at June 30, 2019. This was approximately \$1.4 million lower than the June 30, 2018 balance as fiscal year 2019 depreciation expenses exceeded capital additions. Note E to the financial statements presents a detailed analysis of the Airport's capital assets.

General obligations bonds payable, net of unamortized premiums, totaled approximately \$8.5 million at June 30, 2019 (inclusive of unamortized bond premiums), which was approximately \$0.8 million lower than the balance at June 30, 2018. Notes G and H to the financial statements present detailed analyses of long-term and short-term debt.

## **REQUEST FOR INFORMATION**

This financial report is designed to provide a general overview of the Airport's finances for all those with an interest in its finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the Nantucket Memorial Airport, 14 Airport Road, Nantucket, Massachusetts 02554 or to the Town of Nantucket's Finance Department, 16 Broad Street, Nantucket, Massachusetts 02554.

# NANTUCKET MEMORIAL AIRPORT

## PROPRIETARY FUNDS STATEMENT OF NET POSITION JUNE 30, 2019

Assets:	
Current Assets:	
Cash and cash equivalents	\$ 9,974,620
Investments	690,443
Receivables, net of allowances:	
User charges and other	469,329
Intergovernmental	522,061
Inventories	349,370
Total Current Assets	<u>12,005,823</u>
Noncurrent Assets:	
Land	2,379,769
Construction in-progress	2,170,189
Depreciable capital assets, net	60,409,530
Total Noncurrent Assets	<u>64,959,488</u>
Total Assets	<u>76,965,311</u>
Deferred Outflows of Resources:	
Other postemployment benefits	329,190
Pensions	1,344,370
Total Deferred Outflows of Resources	<u>1,673,560</u>
Liabilities:	
Current Liabilities:	
Warrants and accounts payable	660,930
Accrued payroll and withholdings	162,967
Due to Town of Nantucket	235,621
Security deposits	393,512
Accrued interest	82,150
Compensated absences	294,634
Short-term notes payable	2,263,369
Current portion of long-term debt	699,377
Total Current Liabilities	<u>4,792,560</u>
Noncurrent liabilities:	
Due to Town of Nantucket	2,877,604
Compensated absences	294,634
Net other postemployment benefits liability	3,869,632
Net pension liability	7,601,619
Long-term debt	7,786,648
Total Noncurrent Liabilities	<u>22,430,137</u>
Total Liabilities	<u>27,222,697</u>
Deferred Inflows of Resources:	
Other postemployment benefits	702,329
Pensions	155,333
Total Deferred Inflows of Resources	<u>857,662</u>
Net Position:	
Net investment in capital assets	54,499,063
Unrestricted	(3,940,551)
Total Net Position	<u>\$ 50,558,512</u>

See accompanying notes to basic financial statements.

# NANTUCKET MEMORIAL AIRPORT

## PROPRIETARY FUNDS

### STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION FOR THE YEAR ENDED JUNE 30, 2019

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Operating Revenues:	
Charges for services	\$ 16,052,955
Operating Expenses:	
Payroll and personnel costs	3,343,068
Employee benefits	2,287,766
Operating costs	8,093,218
Depreciation	<u>2,798,544</u>
Total Operating Expenses	<u>16,522,596</u>
Operating Loss	<u>(469,641)</u>
Nonoperating Revenues (Expenses):	
Intergovernmental	133,619
Investment income	113,135
Interest expenses	<u>(383,294)</u>
Total Nonoperating Revenues (Expenses)	<u>(136,540)</u>
Loss Before Capital Contributions	<u>(606,181)</u>
Capital Contributions:	
Intergovernmental capital contributions	<u>1,586,387</u>
Total Capital Contributions	<u>1,586,387</u>
Net Change in Net Position	980,206
Net Position:	
Beginning of the year (as restated; refer to Note O)	<u>49,578,306</u>
End of the year	<u><u>\$ 50,558,512</u></u>

See accompanying notes to basic financial statements.

# NANTUCKET MEMORIAL AIRPORT

## PROPRIETARY FUNDS STATEMENT OF CASH FLOWS FOR THE YEAR ENDED JUNE 30, 2019

Cash Flows from Operating Activities:	
Receipts from user charges	\$ 16,006,517
Payments to employees	(4,942,874)
Payments to vendors	<u>(8,033,162)</u>
Net Cash Provided By Operating Activities	<u>3,030,481</u>
 Cash Flows from Noncapital Financial Activities:	
Proceeds from operating grants	<u>133,619</u>
Net Cash Provided By Noncapital Financing Activities	<u>133,619</u>
 Cash Flows from Capital and Related Financing Activities:	
Proceeds from capital grants	1,469,624
Acquisition and construction of capital assets	(1,410,695)
Principal repayments on long-term debt	(821,227)
Repayments on short-term debt	87,922
Interest payments	<u>(381,564)</u>
Net Cash Used In Capital and Related Financing Activities	<u>(1,055,940)</u>
 Cash Flow from Investing Activities:	
Investment income	113,135
Investment of operating cash	<u>(16,834)</u>
Net Cash Provided By Investing Activities	<u>96,301</u>
Net Change in Cash and Cash Equivalents	2,204,461
Cash and Cash Equivalents:	
Beginning of the year	<u>7,770,159</u>
End of the year	<u><u>\$ 9,974,620</u></u>
 Reconciliation of Operating Loss to Net Cash Provided By Operating Activities:	
Operating Loss	\$ (469,641)
 Adjustments to Reconcile Operating Income to Net Cash Provided By Operating Activities:	
Depreciation expense	2,798,544
Changes in assets, deferred outflows (inflows) of resources and liabilities:	
Receivables and other current assets	(34,842)
Warrants payable and other current liabilities	61,806
Accrued and deferred benefits payable	<u>674,614</u>
Net Cash Provided By Operating Activities	<u><u>\$ 3,030,481</u></u>

See accompanying notes to basic financial statements.

# **NANTUCKET MEMORIAL AIRPORT**

## **AN ENTERPRISE FUND OF THE TOWN OF NANTUCKET, MASSACHUSETTS**

### **NOTES TO THE FINANCIAL STATEMENTS**

#### **AS OF AND FOR THE YEAR ENDED JUNE 30, 2019**

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#### **NOTE A – REPORTING ENTITY**

The Nantucket Memorial Airport (the “Airport”) is an enterprise fund of the Town of Nantucket, Massachusetts (the “Town”). The Airport operates three runways and is the second busiest airport in the Commonwealth of Massachusetts. The Airport’s operations are governed by the Nantucket Memorial Airport Commission (the “Commission”), which is a five-person board appointed by the Town’s Board of Selectmen.

#### **NOTE B – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

The accounting policies of the Airport conform to accounting principles generally accepted in the United States of America, or GAAP, as applicable to governmental units. The Airport’s financial statements are not intended and do not present fairly the financial position of the Town.

Following are the significant accounting and reporting policies of the Airport:

*Basis of Presentation* – The Airport’s financial statements are reported using the economic resources measurement focus and the accrual basis of accounting as specified by the Governmental Accounting Standards Board’s (“GASB”) requirements for an enterprise fund. The Airport’s operations are accounted for as an enterprise fund, which is a proprietary fund type. Proprietary funds distinguish operating revenues and expenses from nonoperating revenues and expenses. Operating revenues and expenses result from the day-to-day operation of the Airport. All other revenues and expenses are reported as nonoperating revenues and expenses.

*Use of Estimates* – The preparation of basic financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosure for contingent assets and liabilities at the date of the basic financial statements, and the reported amounts of the revenues and expenses during the fiscal year. Actual results could vary from estimates that were used.

*Revenue Recognition* – Revenues from the Airport’s operations are recorded when earned, regardless of the timing of related cash flows. Grants are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

*Taxes* – The Airport is exempt from all federal and state income taxes and local property taxes.

*Cash and Cash Equivalents* – Cash and cash equivalents include cash on hand, demand deposits and short-term investments with original maturities of three months or less. Investments are carried at fair value.

*Fair Value of Investments* – The Airport reports its investments at fair value. When actively quoted observable prices are not available, the Airport generally uses either implied pricing from similar investments or valuation models based on net present values of estimated future cash flows (adjusted as appropriate for liquidity, credit, market and/or other risk factors).

The Airport categorizes its fair value measurements within the fair value hierarchy established by GAAP. This hierarchy is based on valuation inputs used to measure the fair value of the asset or liability. The three levels of the hierarchy are as follows:

- *Level 1* – Inputs are quoted prices in active markets for identical investments at the measurement date.
- *Level 2* – Inputs (other than quoted prices included in Level 1) are either directly or indirectly observable for the investment through correlation with market data at the measurement date and for the duration of the instrument’s anticipated life.
- *Level 3* – Inputs reflect the Town’s best estimate of what market participants would use in pricing the investment at the measurement date.

At June 30, 2019, all the Airport’s investments were invested with the Massachusetts Municipal Depository Trust, or MMDT. Investments in the MMDT are measured at amortized cost, which approximates fair value.

*Accounts Receivable* – Accounts receivable are presented net of an allowance for uncollectible accounts. An allowance for uncollectible accounts is maintained for estimated losses resulting from the Airport’s inability to collect payments from customers. This allowance is established using estimates based on factors such as the composition of the accounts receivable aging, historical bad debts, changes in payment patterns, changes to customer creditworthiness and current economic trends. The Airport did not report an allowance for uncollectible accounts at June 30, 2019.

*Inventory* – Inventory is stated at the lower of cost or market, with cost being determined on the first-in, first-out method. Inventory consisted of aviation fuel at June 30, 2019.

*Capital Assets* – Capital assets are recorded at historical cost or estimated historical cost if purchased or constructed. All purchases and construction costs in excess of \$10,000 and with useful lives exceeding one year are capitalized at the date of acquisition or construction. The costs of normal repairs and maintenance that do not add to the value of the asset or materially extend assets lives are not capitalized.

Capital assets (excluding land) are depreciated by the Airport on a straight-line-basis. The estimated useful lives (in years) of capital assets by major asset class are as follows:

Infrastructure	40 to 70
Buildings	33 to 50
Vehicles	5
Machinery and equipment	10 to 15
Furniture, fixtures and computer equipment	5 to 10



Deferred Outflows/Inflows of Resources – In addition to assets, the statement of net position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, *deferred outflows of resources*, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then.

In addition to liabilities, the statement of net position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, *deferred inflows of resources*, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time.

The Airport reports deferred outflows and inflows of resources relative to its net pension and other postemployment liabilities at June 30, 2019, as more fully described in Notes I and J.

Compensated Absences – Employees earn vacation and sick time as they provide services to the Airport. Employees may accumulate (subject to certain limitations) unused sick time earned and, upon retirement, termination or death, be compensated for unused portions of the time earned. Unused vacation time may be carried for six months, then, it reverts to a use-it or lose-it policy. These vested and accumulated benefits are reported as a liability in these financial statements.

## **NOTE C – CASH, CASH EQUIVALENTS AND SHORT-TERM INVESTMENTS**

As required by state law, the Airport's cash is in the control of the Town's treasurer. State laws and regulations require the treasurer to invest funds only in pre-approved investment instruments, which include, but are not necessarily limited to, bank deposits, money markets, certificates of deposit, U.S. obligations, repurchase agreements, and the State Treasurer's investment pool ("the Pool"). In addition, the statutes impose various limitations on the amount and length of investments and deposits. Repurchase agreements cannot be for a period of over ninety days, and the underlying security must be a United States obligation. The Pool meets the criteria of an external investment pool. The Pool is administered by the MMDT, which was established by the Treasurer of the Commonwealth who serves as Trustee. The fair value of the position in the Pool is the same as the value of the Pool shares.

The Board of Selectmen has adopted policies related to risk for the Town, its enterprise funds, all departments and the County of Nantucket (the "County"). These policies may be reviewed at the Town's website, under the Finance Department. Those policies that apply to the Airport are summarized below:

Custodial Credit Risk: Deposits and Investments - In the case of deposits, this is the risk that in the event of a bank failure, the government's deposits may not be returned to it. The Town's current deposit requires that the Treasurer review each bank doing business with the Town on a quarterly basis. The policy does not restrict the value of uninsured or uncollateralized investments held at any time.

In the case of investments, this is the risk that in the event of the invested party not being able to provide required payments to investors, ceasing to exist, or filing of bankruptcy, the Town may not be able to recover the full amount of its principal investment and/or investment earnings. The Town's current policy requires all securities not held directly by the Treasurer must be held by a third-party custodian approved by the Treasurer in the Town/County's name and tax identification number.

Concentration of Credit Risk – The Town does not place a limit on the amount that may be invested in any one issuer. All the Airport’s investments were in the form of pooled investments with the MMDT.

Interest Rate Risk – The Town limits investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates. The policy limits investments of operating funds to one year or less and limits investment maturities of trust funds and other special funds to periods no longer than seven years, maintaining an average maturity no greater than three years for the investment portfolio.

#### NOTE D – ACCOUNTS RECEIVABLE

Accounts receivable at June 30, 2019 consisted of the following:

	Gross Amount	Allowance for Uncollectible Accounts	Net Amount
Airport fees	\$ 294,197	\$ -	\$ 294,197
Passenger facility charges	175,132	-	175,132
Intergovernmental	522,061	-	522,061
	<u>\$ 991,390</u>	<u>\$ -</u>	<u>\$ 991,390</u>

#### NOTE E – CAPITAL ASSETS

Capital asset activity for the Airport for the fiscal year ended June 30, 2019 was as follows:

	Beginning Balance *	Increases	Decreases	Ending Balance
Capital assets not being depreciated:				
Land	\$ 2,379,769	\$ -	\$ -	\$ 2,379,769
Construction in-progress	4,225,746	1,431,498	(3,487,055)	2,170,189
Total capital assets not being depreciated	<u>6,605,515</u>	<u>1,431,498</u>	<u>(3,487,055)</u>	<u>4,549,958</u>
Capital assets being depreciated:				
Infrastructure	38,400,059	2,631,086	-	41,031,145
Buildings and improvements	52,311,469	280,668	-	52,592,137
Vehicles	5,409,157	42,850	(187,156)	5,264,851
Machinery and equipment	2,088,587	511,648	(21,263)	2,578,972
Total capital assets being depreciated	<u>98,209,272</u>	<u>3,466,252</u>	<u>(208,419)</u>	<u>101,467,105</u>
Less accumulated depreciation	<u>(38,467,450)</u>	<u>(2,798,544)</u>	<u>208,419</u>	<u>(41,057,575)</u>
Total capital assets being depreciated, net	<u>59,741,822</u>	<u>667,708</u>	<u>-</u>	<u>60,409,530</u>
Capital assets, net	<u>\$ 66,347,337</u>	<u>\$ 2,099,206</u>	<u>\$ (3,487,055)</u>	<u>\$ 64,959,488</u>

\* Certain reclassifications were made to the beginning balances to conform with current year presentation.

## NOTE F – INTERFUND RECEIVABLES, PAYABLES AND TRANSFERS

During fiscal years 2012 to 2014, the Town subsidized the Airport's general operations. These subsidies were approved by the Town's governing body with the stipulation that the Airport would repay the Town. In May 2019, the Airport and Town executed an eighteen-year repayment agreement to return these subsidies to the Town, which totaled \$3,955,088.

The Airport is scheduled to make annual repayments of \$235,621 under the agreement to the Town with an expected final payment of \$50,154 on or about June 30, 2033. The agreement permits the Airport to offset the value of any in-kind goods or services it provides the Town against its annual required payments, which the parties agree to determine the value of these in-kind goods or services each December. The agreement also permits the Airport to repay this obligation in advance of its scheduled maturity.

In 2019, the Airport repaid \$190,556 to the Town and offset its remaining minimum annual repayment by \$45,065 based on the agreed-upon in-kind goods and services provided by the Airport to the Town). At June 30, 2019, the remaining obligation due to the Town was \$3,113,225 (\$606,242 was previously repaid in fiscal years 2016 to 2018).

In connection with the execution of this agreement, a prior period restatement in the amount of \$3,348,846 was recorded as an obligation due to the Town. Refer to Note O for additional details on restatements.

## NOTE G – TEMPORARY DEBT

The Airport is authorized to borrow on a temporary basis to fund the following:

Current Operating Costs – Prior to the collection of revenues, expenditures may be financed through the issuance of tax anticipation notes ("TANS") or revenue anticipation notes ("RANS").

Capital Projects and Other Approved Costs – Projects may be temporarily funded through the issuance of bond anticipation notes ("BANS") or grant anticipation notes ("GANS"). In certain cases, prior to the issuance of these temporary notes, the governing body must take the necessary legal steps to authorize the issuance of the general obligation bonds. Temporary notes may not exceed the aggregate amount of bonds authorized or the grant award amount.

Details related to temporary debt activity for the fiscal year ended June 30, 2019 was as follows:

Type	Interest Rate	Maturity Date	Balance July 1, 2018	Additions	Retirements	Rollovers	Balance June 30, 2019
BAN	3.00%	matured	\$ 1,883,447	\$ -	\$(1,114,000)	\$ (769,447)	\$ -
GAN	2.20%	matured	292,000	-	(80,078)	(211,922)	-
BAN	2.50%	10/14/19	-	1,136,000	-	-	1,136,000
BAN	2.75%	5/22/20	-	-	-	769,447	769,447
BAN	3.25%	10/24/19	-	146,000	-	-	146,000
GAN	2.70%	5/20/20	-	-	-	211,922	211,922
			<u>\$ 2,175,447</u>	<u>\$ 1,282,000</u>	<u>\$(1,194,078)</u>	<u>\$ -</u>	<u>\$ 2,263,369</u>

Temporary notes are general obligations of the Airport, carry maturity dates not in excess of one year, are interest bearing and will be paid through future issuance of general obligation bonds. The BANs were issued for a variety of construction projects to the Airport's equipment, aprons and systems. The GAN was issued in anticipation of a Federal Aviation Administration, or FAA, and Massachusetts Department of Transportation, or MA DOT, capital award.

## NOTE H – LONG-TERM OBLIGATIONS

The following reflects the activity in the Airport's long-term liability accounts during the fiscal year ended June 30, 2019:

Description of Issue	Beginning Balance	Additions	Deletions	Ending Balance	Due Within One Year
General obligation bonds payable	\$ 9,170,000	\$ -	\$ (800,000)	\$ 8,370,000	\$ 680,000
Unamortized premiums	137,252	-	(21,227)	116,025	19,377
Net	9,307,252	-	(821,227)	8,486,025	699,377
Due to Town of Nantucket (a)	3,348,846	-	(235,621)	3,113,225	235,621
Compensated absences	603,231	-	(13,963)	589,268	294,634
Net OPEB liability (a)	3,612,261	998,404	(741,033)	3,869,632	-
Net pension liability	6,359,074	1,702,106	(2,049,165)	6,012,015	-
	<u>\$ 23,230,664</u>	<u>\$ 2,700,510</u>	<u>\$ (3,861,009)</u>	<u>\$ 22,070,165</u>	<u>\$ 1,229,632</u>

(a) Beginning balance was restated. Refer to Note O.

**Bond and Note Indebtedness** – The Airport, through the Town, issues general obligation bonds and notes to provide funds for the acquisition and construction of major capital facilities. State law permits the Town, under the provisions of Chapter 44, Section 10, to authorize indebtedness up to a limit of five percent of its equalized valuation. Debt issued in accordance with this section of the law is designated as being “inside the debt limit.” In addition, the Town may authorize debt in excess of that limit for specific purposes. Such debt, when issued, is designated as being “outside the debt limit.”

The Airport did not have any direct borrowings or placements of its long-term debt. All Airport long-term debt was in the form of general obligation bonds. General obligation bonds outstanding at June 30, 2019 were as follows:

Description	Interest Rate	Outstanding at June 30, 2018	Additions	Maturities and Retirements	Outstanding at June 30, 2019
General obligation bonds - February 2011	2.00 - 5.00%	\$ 3,935,000	\$ -	\$ (170,000)	\$ 3,765,000
General obligation bonds - June 2012	2.00 - 5.00%	1,880,000	-	(140,000)	1,740,000
General obligation bonds - June 2013	2.00 - 3.00%	625,000	-	(125,000)	500,000
General obligation bonds - June 2014	2.00 - 3.35%	2,520,000	-	(270,000)	2,250,000
General obligation bonds - October 2015	2.00 - 3.00%	70,000	-	(35,000)	35,000
General obligation bonds - November 2016	2.00 - 5.00%	140,000	-	(60,000)	80,000
		<u>9,170,000</u>	<u>-</u>	<u>(800,000)</u>	<u>8,370,000</u>
Unamortized premiums on June 2012 bonds		<u>137,252</u>	<u>-</u>	<u>(21,227)</u>	<u>116,025</u>
		<u>\$ 9,307,252</u>	<u>\$ -</u>	<u>\$ (821,227)</u>	<u>\$ 8,486,025</u>

Debt service requirements on long-term debt at June 30, 2019 are as follows:

Year Ending June 30,	Principal	Interest	Total
2020	\$ 680,000	\$ 316,338	\$ 996,338
2021	605,000	294,362	899,362
2022	610,000	270,938	880,938
2023	625,000	247,187	872,187
2024	505,000	225,988	730,988
2025 - 2029	2,460,000	851,243	3,311,243
2030 - 2034	2,325,000	401,633	2,726,633
2035 - 2036	560,000	40,850	600,850
Total	<u>\$ 8,370,000</u>	<u>\$ 2,648,539</u>	<u>\$ 11,018,539</u>

At June 30, 2019, the Airport had approximately \$33.7 million in authorized and unissued debt.

#### NOTE I – RETIREMENT SYSTEM

Pension Plan Description – The Airport contributes to the Barnstable County Regional Retirement System (the “Retirement System”), a cost-sharing multiple-employer defined benefit pension plan. The Retirement System was established under Chapter 32 of Massachusetts General Laws. The Retirement System is administered by the Barnstable County Retirement Board (the “Retirement Board”). Stand-alone audited financial statements for the year ended December 31, 2018 were issued and are available at the Retirement Board’s offices located at 750 Attucks Lane, Hyannis, Massachusetts 02601.

Membership in the Retirement System for all employers as of December 31, 2018 was as follows:

Retirees and beneficiaries currently receiving benefits	3,254
Inactive members	795
Active members	<u>4,762</u>
	<u>8,811</u>

Benefit Terms – Membership in the Retirement System is mandatory for all full-time employees and non-seasonal, part-time employees who, in general, regularly work more than twenty-five hours per week. Members of the Retirement System do not participate in the federal Social Security retirement system.

Massachusetts contributory retirement system benefits are uniform for each municipal retirement system. The Retirement System provides for retirement allowance benefits up to a maximum of 80% of a participant’s highest three-year or five-year average annual rate of regular compensation, depending on the participant’s date of hire. Benefit payments are based upon a participant’s age, length of creditable service, level of compensation and job classification.

The most common benefits paid by the Retirement System include normal retirement, disability retirement and survivor benefits.

Normal retirement generally occurs at age 65. However, participants may retire after twenty years of service or at any time after attaining age 55, if hired prior to April 2, 2012 or at any time after attaining age 60 if hired on or after April 2, 2012. Participants with hire dates subsequent to January 1, 1978 must have a minimum of ten years' creditable service in order to retire at age 55. Participants become vested after ten years of service. Benefits commencing before age 65 are provided at a reduced rate. Members working in certain occupations may retire with full benefits earlier than age 65.

Ordinary disability retirement is where a participant is permanently incapacitated from a cause unrelated to employment. Accidental disability retirement is where the disability is the result of an injury or illness received or aggravated in the performance of duty. The amount of benefits to be received in such cases is dependent upon several factors, including the age at which the disability retirement occurs, the years of service, average compensation and veteran status.

Survivor benefits are extended to eligible beneficiaries of participants whose death occurs prior to or following retirement.

Cost-of-living adjustments granted to members of Massachusetts retirement systems granted between 1981 and 1997 and any increases in other benefits imposed by the Commonwealth during those years have been the financial responsibility of the Commonwealth. Beginning in 1998, the funding of cost-of-living amounts became the responsibility of the participating units like the Retirement System.

Contributions Requirements – The Retirement System and its member employers have elected provisions of Chapter 32, Section 22D (as amended) of Massachusetts General Laws, which require that a funding schedule be established to fully fund the pension plan by June 30, 2040. Under provisions of this law, participating employers are assessed their share of the total retirement cost based on the entry age, normal actuarial cost method.

The Airport contributed \$604,561 to the Retirement System in fiscal year 2019, which equaled the actuarially-determined contribution requirement for the fiscal year. The Airport's contributions as a percentage of covered payroll was approximately 22% in fiscal year 2019.

Net Pension Liability – At June 30, 2019, the Airport reported a liability of \$7,601,619 for its proportionate share of the net pension liability. The net pension liability was measured as of December 31, 2018 and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. A number of actuarial assumptions changed in this most recent actuarial valuation; the most significant changes included a reduction in the discount rate, reductions in assumed long-term salary increases and modifications to mortality tables. Refer to the actuarial assumptions section of this footnote for more details on these changes in assumptions.

The Airport's proportion of the net pension liability is based on a projection of the Airport's long-term share of contributions to the Retirement System relative to the projected contributions of all employers. The Airport's proportion was approximately 0.964% at December 31, 2018 versus 0.965% at December 31, 2017.

*Fiduciary Net Position* – The elements of the Retirement System’s basic financial statements (that is, all information about the Retirement System’s assets, deferred outflows of resources, liabilities, deferred inflows of resources and fiduciary net position) can be found in the Retirement System’s full financial statements as of and for the year ended December 31, 2018, which can be obtained by contacting the Retirement Board.

The Retirement System’s fiduciary net position was determined using the accrual basis of accounting. The Retirement System’s accounting records are maintained on a calendar-year basis in accordance with the standards and procedures established by the Commonwealth’s Public Employee Retirement Administration Commission, or PERAC. Contributions from employers and employees are recognized in the period in which they become due pursuant to formal commitments, statutory or contractual requirements. Benefit payments (including refunds of employee contributions) are recorded when incurred, regardless of the timing of payment. Investments are reported at fair value; fair value is determined as the price one would receive in an orderly transaction between market participants at a measurement date.

*Pension Expense* – The Airport recognized \$992,263 in pension expense in the statement of activities in fiscal year 2019.

*Deferred Outflows of Resources and Deferred Inflows of Resources* – At June 30, 2019, the Airport reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	<u>Deferred Outflows of Resources</u>	<u>Deferred Inflows of Resources</u>
Differences between expected and actual experience	\$ -	\$ 71,540
Changes of assumptions	636,397	-
Net difference between projected and actual earnings on pension plan investments	443,933	-
Changes in proportion and differences between Airport contributions and proportionate share of contributions	<u>264,040</u>	<u>83,793</u>
	<u>\$ 1,344,370</u>	<u>\$ 155,333</u>

The net deferred outflows of resources are expected to be recognized in the Airport’s pension expense as follows:

Year ended June 30,

2020	\$ 364,511
2021	246,114
2022	238,026
2023	310,396
2024	<u>29,990</u>
	<u>\$ 1,189,037</u>

*Actuarial Valuation* – The measurement of the Retirement System’s total pension liability is developed by an independent actuary. The latest actuarial valuation was performed as of January 1, 2018. The significant actuarial assumptions used in that actuarial valuation included:

Actuarial cost method:	Entry age normal
Amortization method:	Appropriations increase at 5.28% per year
Remaining amortization period:	17 years from July 1, 2018 for 2002 and 2003 Early Retirement Incentives, retiree sheriffs liability and remaining unfunded liability; and 4 years from July 1, 2018 for 2010 Early Retirement Incentive
Investment rate of return:	7.375%, net of pension plan investment expenses, including inflation
Cost of living adjustments:	3% on the first \$18,000 of retirement income
Asset valuation method:	Market value of investments
Projected salary increases:	Varies by length of service with ultimate ranges of 4.00%, 4.25% and 4.50% for groups 1, 2 and 4, respectively
Mortality rates:	Pre-retirement rates reflect the RP-2014 Blue Collar Employee Mortality Table projected generationally with Scale MP-2017
	Healthy retiree rates reflect the RP-2014 Blue Collar Healthy Annuitant Mortality Table projected generationally with Scale MP-2017
	Disabled retiree rates reflect the RP-2014 Blue Collar Healthy Annuitant Mortality Table set forward one year and projected generationally with Scale MP-2017

The Retirement System’s investment policy in regard to the allocation of its invested assets is established by the Commonwealth’s Pension Reserves Investment Management Board. Retirement System assets are managed on a total return basis with a long-term objective of achieving a fully-funded status for the benefits provided through the pension plan.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. Best estimates of arithmetic real rates of return for each major asset class included in the pension plan's target asset allocation as of December 31, 2018 are summarized in the following table:



<u>Asset Class</u>	<u>Target Allocation</u>	<u>Long-Term Expected Real Rate of Return</u>
Domestic equities	21.00%	6.16%
International equities:		
Developed markets	13.00%	6.69.00%
Emerging markets	5.00%	9.47%
Core fixed income	15.00%	1.89%
High-yield fixed income	8.00%	4.00%
Real estate	10.00%	4.58%
Commodities	4.00%	4.77%
Hedge fund, GTAA, Risk parity	11.00%	3.68%
Private equity	13.00%	10.00%

Discount Rate – The discount rate used to measure the total pension liability in the December 31, 2018 actuarial valuation report was 7.375%, which was unchanged from the previous actuarial valuation. The projection of cash flows used to determine the discount rate assumed plan member contributions will be made at the current contribution rate and that contributions will be made at rates equal to the actuarially determined contribution rate. Based on those assumptions, the Retirement System’s fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

Sensitivity Analysis – The following presents the Airport’s proportionate share of the net pension liability calculated using the discount rate of 7.375% as well as the Airport’s proportionate share of the net pension liability using a discount rate that is one percentage point lower (6.375%) or one percentage point higher (8.375%) than the current rate:

	<u>1% Decrease (7.375%)</u>	<u>Current Discount Rate (7.375%)</u>	<u>1% Increase (8.375%)</u>
Airport's proportionate share of the net pension liability	\$ 8,117,524	\$ 7,601,619	\$ 4,879,919

## NOTE J – OTHER POSTEMPLOYMENT BENEFITS

In addition to the pension benefits described in Note I, the Airport provides, through the Town, health, dental and life insurance benefits (other postemployment benefits) to current and future retirees, their dependents and beneficiaries (the “OPEB Plan”) in accordance with Massachusetts General Law Chapter 32B. Specific benefit provisions and contribution rates are established by collective bargaining agreements, state law, and Town ordinance. All benefits are provided through the Town’s insurance program. The OPEB Plan does not issue a stand-alone financial report and is presented as a fiduciary fund in the Town’s financial statements.

Much of the OPEB Plan disclosures required under GAAP cannot be presented herein as the Airport is an enterprise of the Town. The Airport neither administers the OPEB Plan nor maintains trust assets specific to fund its OPEB liability. Reference is hereby made to the Town’s audited financial statements for complete OPEB Plan disclosures.

Employees Covered by Benefit Terms – The following employees were covered by the benefit terms as of June 30, 2019:

	<u>Town-Wide</u>	<u>Airport</u>
Active employees	603	31
Inactive employees	<u>354</u>	<u>1</u>
	<u>957</u>	<u>32</u>

Contributions – The contributions requirements of OPEB Plan members, inclusive of the Airport, are established and may be amended by the Town. Retirees contribute 20% of the set premium for master medical and 10% for other medical plans, 100% for dental premiums and 55% for life insurance. The Town funds the remainder of these premiums as well as the cost to administer the OPEB Plan. The Town currently contributes enough money to the OPEB Plan to satisfy current obligations in a pay-as-you-go basis.

For the year ended June 30, 2019, the Town’s average contributions rate was approximately 10% of covered employee payroll, inclusive of the Airport.

Net OPEB Liability – The net OPEB liability was measured as of June 30, 2019 using an actuarial valuation as of July 1, 2018. The components of the net OPEB liability at June 30, 2019 were as follows:

	<u>Town-Wide</u>	<u>Airport</u>
Total OPEB liability	\$ 118,004,099	\$ 3,869,632
Plan fiduciary net position	<u>(3,130,312)</u>	<u>-</u>
Net OPEB liability	<u>\$ 114,873,787</u>	<u>\$ 3,869,632</u>
Plan fiduciary net position as a percentage of total OPEB liability	2.7%	0.0%

The total OPEB liability in the most recent actuarial valuation was determined using the following key actuarial assumptions applied to all periods included in the measurement, unless otherwise specified:

Actuarial Cost Method	Individual entry age normal
Investment Rate of Return	4.88%, net of OPEB Plan investment expense, including inflation
Municipal Bond Rate	2.79% as of June 30, 2019
Discount Rate	4.00%, net of OPEB Plan investment expense, including inflation. Using a blend of the Municipal Bond Index Rate for unfunded periods and the Investment Rate of Return.
Inflation	2.75%
Health Care Trend Rate	4.50%
Pre-Retirement Mortality	For non-teachers, the RP-2014 Employees Mortality Table for Blue Collar Employees projected generationally with scale MP-2016.
Post-Retirement Mortality	For teachers, the RP-2014 Mortality Table for White Collar Employees projected generationally with Scale MP-2016. For non-teachers, the RP-2014 Employees Mortality Table for Blue Collar Healthy Annuitants projected generationally with scale MP-2016.
Disability Mortality	For teachers, the RP-2014 Mortality Table for White Collar Healthy Annuitants projected generationally with Scale MP-2016. For non-teachers, the RP-2014 Employees Mortality Table for Blue Collar Healthy Annuitants projected generationally with scale MP-2016, set forward 1 year.
	For teachers, the RP-2014 Mortality Table for White Collar Healthy Annuitants projected generationally with Scale MP-2016.

The long-term expected rate of return on OPEB Plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of OPEB Plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighing the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. The target allocation and best estimates of arithmetic real rates of return are reflected in the following table:

Asset Class	Target Allocation	Expected Investment Rate of Return
Domestic equity - large cap	30.55%	4.00%
International equity - developed markets	2.50%	4.50%
Domestic fixed income	52.46%	2.00%
Cash	14.49%	0.00%
	<u>100.00%</u>	
Real rate of return		2.38%
Inflation assumption		<u>2.75%</u>
Total nominal rate of return		5.13%
Investment expense		<u>-0.25%</u>
Net investment return		<u>4.88%</u>

Discount Rate – The discount rate used to measure the total OPEB liability as 4.0%, which is a decrease from the prior year's discount rate of 4.25%.

Changes in the Net OPEB Liability – The following table summarizes the changes in the net OPEB liability for the year ended June 30, 2019:

	Increase (Decrease)		
	Total OPEB Liability (a)	Plan Fiduciary Net Position (b)	Net OPEB Liability (a) - (b)
Balances at June 30, 2018, as restated	\$ 3,612,261	\$ -	\$ 3,612,261
Changes for the year:			
Service cost	161,132	-	161,132
Interest	148,187	-	148,187
Differences between expected and actual experience	(23,425)	-	(23,425)
Changes in assumptions	(13,176)	-	(13,176)
Other	23,357	-	23,357
Employer contributions	-	38,704	(38,704)
Benefit withdrawn	-	(38,704)	38,704
Benefit payments	<u>(38,704)</u>	<u>-</u>	<u>(38,704)</u>
Net changes	<u>257,371</u>	<u>-</u>	<u>257,371</u>
Balances at June 30, 2019	<u>\$ 3,869,632</u>	<u>\$ -</u>	<u>\$ 3,869,632</u>

Sensitivity Analyses – The following presents the Airport’s net OPEB liability as well as what these figures would be if they were calculated using a discount rate that is 1% lower or 1% higher than the current discount rate:

	1% Decrease (3.0%)	Current Discount (4.0%)	1% Increase (5.0%)
Net OPEB liability	\$ 4,520,326	\$ 3,869,632	\$ 3,352,892

The following presents the Airport’s net OPEB liability as well as what these figures would be if they were calculated using health care cost trend rate that is 1% lower or 1% higher than the current health care cost trend rate:

	1% Decrease (3.5%)	Current Health Care Cost Trend Rate (4.5%)	1% Increase (5.5%)
Net OPEB liability	\$ 3,281,256	\$ 3,869,632	\$ 4,628,262

OPEB Expense and Deferred Outflows/Inflows of Resources Related to OPEB – For the year ended June 30, 2019, the Airport recognized OPEB expense of \$339,578. Deferred outflows of resources and deferred inflows of resources related to OPEB at June 30, 2019 were reported as follows:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ -	\$ 2,704
Changes of assumptions	329,190	-
Net difference between projected and actual earnings on OPEB Plan investments	-	72,899
Changes in proportion and differences between Airport contributions and proportionate share of contributions	-	626,726
	<u>\$ 329,190</u>	<u>\$ 702,329</u>

Amounts reported as deferred outflows of resources and deferred inflows of resources related to OPEB will be recognized into OPEB expense (benefit) as follows:

<u>Year Ended June 30,</u>	
2020	\$ (48,746)
2021	(48,746)
2022	(48,746)
2023	(53,231)
2024	(144,725)
Thereafter	<u>(28,945)</u>
	<u>\$ (373,139)</u>

Restatement – The beginning net OPEB liability was restated to account for a change in measurement period. This resulted in a \$22,357 increase to the beginning net OPEB liability.

## **NOTE K – COMMITMENTS AND CONTINGENCIES**

At June 30, 2019, the Airport had open contracts totaling approximately \$3.6 million primarily for equipment, buildings and infrastructure projects.

The Airport is party to certain legal claims, which are subject to many uncertainties, and the outcome of individual litigation matters is not always predictable with assurance. Although the amount of liability at June 30, 2019, cannot be determined, management believes that any resulting liability, if any, should not materially affect the basic financial statements of the Airport at June 30, 2019.

Amounts received or receivable from grantor agencies are subject to audit and adjustment by grantor agencies, principally the federal and state governments. Any disallowed claims, including amounts already collected, may constitute a liability of the applicable funds. The amount, if any, of expenditures which may be disallowed by the grantor cannot be determined at this time, although the Airport expects such amounts, if any, to be immaterial.

The Airport is subject to certain Federal arbitrage laws in accordance with long-term borrowing agreements. Failure to comply with the rules could result in the payment of penalties. The amount of penalties, if any, cannot be determined at this time, although the Airport expects such amounts, if any, to be immaterial.

## **NOTE L – ECONOMIC DEPENDENCE**

The Airport is dependent in part on intergovernmental grants from federal and state agencies as well as operating transfers from the Town. In fiscal year 2019, the Airport reported \$1,720,006 in intergovernmental revenues. Without these funds, the Airport would not generate sufficient funds from its operations to sustain its operations.

## **NOTE M – SUBSEQUENT EVENTS**

The Airport has evaluated subsequent events through October 10, 2019, which is the date the financial statements were available to be issued.

## NOTE N – IMPLEMENTATION OF GASB PRONOUNCEMENTS

### *Current Year Implementations*

In November 2016, the GASB issued GASB Statement No. 83, *Certain Asset Retirement Obligations*. The objective of the Statement was to address accounting and financial reporting for certain asset retirement obligations that have legally enforceable liability associated with the retirement of a tangible capital asset. The provisions of this Statement became effective in fiscal year 2019 and did not have a material impact on the Airport's financial statements.

In April 2018, the GASB issued GASB Statement No. 88, *Certain Disclosures Related to Debt, Including Direct Borrowings and Direct Placements*. The objective of this Statement was to improve the information that is disclosed in notes to government financial statements related to debt, including direct borrowings and direct placements. It also clarified which liabilities governments should include when disclosing information related to debt. The provisions of this Statement became effective in fiscal year 2019 and did not have a material impact on the Airport's financial statements.

### *Future Implementations*

In January 2017, the GASB issued GASB Statement No. 84, *Fiduciary Activities*. The objective of the Statement is to improve guidance regarding the identification of fiduciary activities for accounting and financial reporting purposes and how these activities should be reported. The provisions of this Statement are effective for financial reporting periods beginning after December 15, 2018 (fiscal year 2020). The Airport is currently evaluating whether adoption will have a material impact on the financial statements.

In June 2017, the GASB issued GASB Statement No. 87, *Leases*. This Statement redefines the manner in which long-term leases are accounted and reported. The provisions of this Statement are effective for financial reporting periods beginning after December 15, 2019 (fiscal year 2021). The Airport is currently evaluating whether adoption will have a material impact on the financial statements.

In June 2018, the GASB issued GASB Statement No. 89, *Accounting for Interest Cost Incurred Before the End of a Construction Period*. This statement establishes accounting requirements for interest costs incurred before the end of a construction period. The provisions of this Statement are effective for financial reporting periods beginning after December 15, 2019 (fiscal year 2021). The Airport is currently evaluating whether adoption will have a material impact on the financial statements.

In August 2018, the GASB issued GASB Statement No. 90, *Majority Equity Interest – An Amendment of GASB Statements No. 14 and No. 61*. The objective of this Statement is to improve the consistency and comparability of reporting a government's majority equity interest in a legally separate organization and to improve the relevance of financial statement information for certain component units. The provisions of this Statement are effective for financial reporting periods beginning after December 15, 2018 (fiscal year 2020). The Airport is currently evaluating whether adoption will have a material impact on the financial statements.



In May 2019, the GASB issued GASB Statement No. 91, *Conduit Debt Obligations*. The objective of this Statement is to standardize the reporting of conduit debt obligations by issuers by clarifying the existing definition of conduit debt obligation, among other matters. The provisions of this Statement are effective for financial reporting periods beginning after December 15, 2020 (fiscal year 2022). The Airport is currently evaluating whether adoption will have a material impact on the financial statements.

#### **NOTE O – RESTATEMENTS**

The following illustrates the effect prior period restatements described in Notes F and J to these financial statements had on the Airport's beginning net position:

Net Position at June 30, 2018, as previously reported	\$ 52,949,509
Record amounts due to Town of Nantucket under multi-year repayment agreement (Note F)	(3,348,846)
Restate net OPEB liability for change in measurement date (Note J)	<u>(22,357)</u>
Net Position at June 30, 2018, as restated	<u><u>\$ 49,578,306</u></u>

\* \* \* \* \*

# NANTUCKET MEMORIAL AIRPORT

## REQUIRED SUPPLEMENTARY INFORMATION PENSION PLAN

### SCHEDULE OF THE AIRPORT'S PROPORTIONATE SHARE OF THE NET PENSION LIABILITY *(dollar amounts are in thousands)*

	Year Ended June 30,				
	2019	2018	2017	2016	2015
Airport's proportion of the net pension liability	96.178%	0.965%	0.955%	0.918%	0.916%
Airport's proportionate share of the net pension liability	\$ 7,602	\$ 6,359	\$ 6,706	\$ 5,778	\$ 5,172
Airport's covered payroll	\$ 2,798	\$ 2,604	\$ 2,644	\$ 2,424	\$ 2,404
Airport's proportionate share of the net pension liability as a percentage of its covered payroll	271.7%	244.2%	253.6%	238.4%	215.1%
Plan fiduciary net position as a percentage of the total net pension liability	57.6%	61.9%	60.4%	58.1%	60.4%

### SCHEDULE OF THE AIRPORT'S CONTRIBUTIONS TO THE PENSION PLAN *(dollar amounts are in thousands)*

	Year Ended June 30,				
	2019	2018	2017	2016	2015
Actuarially determined contribution	\$ 605	\$ 558	\$ 570	\$ 543	\$ 477
Contributions in relation to the actuarially determined contribution	605	558	570	543	477
Contribution deficiency (excess)	\$ -	\$ -	\$ -	\$ -	\$ -
Airport's covered payroll	\$ 2,798	\$ 2,604	\$ 2,644	\$ 2,424	\$ 2,404
Contributions as a percentage of covered payroll	21.6%	21.4%	21.6%	22.4%	19.8%

The Airport is a member of the Barnstable County Contributory Retirement System. Stand-alone audited financial statements may be obtained by contacting the Barnstable County Contributory Retirement System at 750 Attucks Lane, Hyannis, MA 02601.

These schedules are presented to illustrate the requirement to show information for ten years. However, until a full ten-year trend is completed, information is presented for those years in which information is available.

See accompanying independent auditors' report.

**ROSELLI, CLARK & ASSOCIATES**  
Certified Public Accountants

**NANTUCKET MEMORIAL AIRPORT**  
**An Enterprise Fund of the Town of**  
**Nantucket, Massachusetts**

**Schedule of Passenger Facility Charges**  
**and Expenditures**

**Year Ended June 30, 2019**



**NANTUCKET MEMORIAL AIRPORT**  
**AN ENTERPRISE FUND OF THE TOWN OF NANTUCKET, MASSACHUSETTS**

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**ROSELLI, CLARK & ASSOCIATES**  
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**INDEPENDENT AUDITORS' REPORT ON COMPLIANCE WITH REQUIREMENTS  
APPLICABLE TO THE PASSENGER FACILITY CHARGE PROGRAM AND ON  
INTERNAL CONTROL OVER COMPLIANCE IN ACCORDANCE WITH  
REQUIREMENTS ISSUED BY THE FEDERAL AVIATION ADMINISTRATION**

Nantucket Memorial Airport Commission  
Nantucket Memorial Airport  
Nantucket, Massachusetts

**Report on Compliance for Passenger Facility Charge Program**

We have audited the Nantucket Memorial Airport's (the "Airport"), an enterprise fund of the Town of Nantucket, Massachusetts, compliance with the types of compliance requirements described in the *Passenger Facility Charge Audit Guide for Public Agencies*, issued by the Federal Aviation Administration (the "Guide"), that could have a direct and material effect on its passenger facility charge program for the year ended June 30, 2019.

**Management's Responsibility**

Management is responsible for compliance with the requirements of laws, regulations, contracts and grants applicable to the passenger facility charge program.

**Auditors' Responsibility**

Our responsibility is to express an opinion on compliance for the Airport's passenger facility charge program based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States; and the Guide. Those standards and the Guide require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the type of compliance requirements referred to above that could have a direct and material effect on the passenger facility charge program occurred. An audit includes examining, on a test basis, evidence about the Airport's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for the Airport's passenger facility charge program. However, our audit does not provide a legal determination of the Airport's compliance.

## **Opinion on Passenger Facility Charge Program**

In our opinion, the Airport complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on its passenger facility charge program for the year ended June 30, 2019.

## **Report on Internal Control Over Compliance**

Management is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the Airport's internal control over compliance with the types of requirements that could have a direct and material effect on its passenger facility charge program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance and to test and report on internal control over compliance in accordance with the Guide, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the Airport's internal control over compliance.

*A deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of the passenger facility charge program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of the passenger facility charge program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of the passenger facility charge program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Guide. Accordingly, this report is not suitable for any other purpose.

## **Report on Schedule of Passenger Facility Charges and Expenditures**

We have audited the financial statements of the Airport as of and for the year ended June 30, 2019 and have issued our report thereon dated October 10, 2019, which contained an unmodified opinion on those financial statements. Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of passenger facility charges and expenditures for the year ended June 30, 2019 is presented for purposes of additional analysis, as specified in the Guide, and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of passenger facility charges is fairly stated in all material respects in relation to the financial statements taken as a whole.



Roselli, Clark & Associates  
Certified Public Accountants  
Woburn, Massachusetts  
October 10, 2019



**NANTUCKET MEMORIAL AIRPORT**  
**SCHEDULE OF PASSENGER FACILITY CHARGES AND EXPENDITURES**  
**YEAR ENDED JUNE 30, 2019**

	1st Quarter July 2018 to September 2018	2nd Quarter October 2018 to December 2018	3rd Quarter January 2019 to March 2019	4th Quarter April 2019 to June 2019	Fiscal Year 2019 Total
Revenues:					
Passenger facility charges collected	\$ 260,980	\$ 119,102	\$ 42,781	\$ 113,401	\$ 536,264
Interest earned	<u>2,852</u>	<u>3,240</u>	<u>2,867</u>	<u>2,730</u>	<u>11,689</u>
	<u>263,832</u>	<u>122,342</u>	<u>45,648</u>	<u>116,131</u>	<u>547,953</u>
Expenditures	<u>-</u>	<u>-</u>	<u>400,000</u>	<u>-</u>	<u>400,000</u>
Excess of revenues over expenditures	<u>\$ 263,832</u>	<u>\$ 122,342</u>	<u>\$ (354,352)</u>	<u>\$ 116,131</u>	<u>147,953</u>
					<u>1,387,956</u>
					<u>\$ 1,535,909</u>

See accompanying notes to schedule of passenger facility charges and expenditures.

**NANTUCKET MEMORIAL AIRPORT**  
**AN ENTERPRISE FUND OF THE TOWN OF NANTUCKET, MASSACHUSETTS**

**SUMMARY OF AUDIT RESULTS AND  
SCHEDULE OF FINDINGS AND QUESTIONED COSTS  
AS OF AND FOR THE YEAR ENDED JUNE 30, 2019**

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**SECTION I – SUMMARY OF AUDITORS’ RESULTS**

**Financial Statements**

Type of auditors’ report issued:	Unmodified
Internal control over financial reporting:	
Material weakness identified?	No
Significant deficiency identified that is not considered to be a material weakness?	None reported
Noncompliance material to the financial statements noted?	No
Noncompliance material to the PFC program?	No

**SECTION II – FINANCIAL STATEMENT FINDINGS**

None.

**SECTION III – PASSENGER FACILITY CHARGE PROGRAM FINDINGS AND  
QUESTIONED COSTS**

None.

**NANTUCKET MEMORIAL AIRPORT**  
**AN ENTERPRISE FUND OF THE TOWN OF NANTUCKET, MASSACHUSETTS**

**NOTES TO SCHEDULE OF PASSENGER FACILITY CHARGES AND EXPENDITURES**  
**AS OF AND FOR THE YEAR ENDED JUNE 30, 2019**

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**NOTE A – PASSENGER FACILITY CHARGES**

Passenger Facility Charges (“PFCs”) are fees imposed on enplaned passengers by the Airport for the purpose of generating revenue for Airport projects that enhance safety, security or capacity; reduce noise; or increase air carrier competition in accordance with Federal Aviation Administration (“FAA”) approvals.

Effective July 1, 2014, the Nantucket Memorial Airport (the “Airport”) began imposing PFCs of \$4.50 per enplaned passenger with collection and use authority of \$6,940,740, as amended. Authority for the imposition of these PFCs was granted by the FAA on May 28, 2014. The PFC program exempts that class of air carrier defined as Air Taxi/Commercial Operations from the requirement to collect PFCs.

**NOTE B – BASIS OF ACCOUNTING**

The accompanying schedule of passenger facility charges and expenditures for the year ended June 30, 2019 presents the revenues received from PFCs and expenditures incurred on approved projects.

PFCs collected represent the cash collected through June 30, 2019 as reported to the FAA in accordance with 14 CFR Part 158. The interest earned represents the actual interest collected and accrued on invested PFC funds for the periods reported.

**NOTE C – PFC APPROVED PROJECTS AND EXPENDITURES**

The Airport commenced its PFC program effective July 1, 2014. The following table illustrates FAA approved projects, PFC approved amounts and expenditures in the current fiscal year and cumulative through June 30, 2019:

Project Title	Identifying Number	PFC Approved Amount		Expenditures	
		Original	As Amended	Current Year	Cumulative
Passenger terminal building renovation and expansion	14-01-C-01-ACK	\$ 6,865,761	\$ 6,865,761	\$ 400,000	\$ 1,125,021
Re-align and widen south apron taxiway connector	14-01-C-01-ACK	16,833	16,087	-	16,087
Airport master plan and sustainability program	14-01-C-01-ACK	24,487	23,892	-	23,892
PFC program administration	14-01-C-01-ACK	35,000	35,000	-	35,000
		<u>\$ 6,942,081</u>	<u>\$ 6,940,740</u>	<u>\$ 400,000</u>	<u>\$ 1,200,000</u>



## Federal Aviation Administration

# Press Release – FAA Proposes Revoking Nantucket Express's Air Carrier Certificate

## For Immediate Release

January 3, 2020

Contact: Kathleen Bergen; Email: [kathleen.bergen@faa.gov](mailto:kathleen.bergen@faa.gov)

Phone: (404) 305-5100

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**WASHINGTON** – The U.S. Department of Transportation's Federal Aviation Administration (FAA) proposes to revoke the air carrier certificate of Nantucket Express, LLC of Nantucket, Mass., for allegedly conducting passenger-carrying flights using unqualified pilots and operating unauthorized aircraft.

The FAA alleges that:

- Between March 2015 and September 2017, Nantucket Express conducted 76 passenger-carrying flights using three aircraft that were not listed on its air carrier certificate, and that unqualified pilots operated these flights. The pilots were unqualified by either not being listed on the air carrier certificate as an authorized pilot or by failing to pass a required knowledge test and competency and flight checks.
- Nantucket Express operated 39 of these passenger-carrying flights in an aircraft that had not undergone required safety inspections.
- Between April 2016 and September 2017, unqualified pilots operated an additional 17 passenger-carrying flights.

Nantucket Express's actions were careless or reckless, and its numerous violations of the Federal Aviation Regulations demonstrate that it lacks the qualifications to hold an air carrier certificate, the FAA alleges.

Nantucket Express has 15 days from when it receives the Notice of Proposed Certificate Action to notify the FAA on how it will respond to the proposed revocation. If the company fails to respond within that time, the FAA will issue a revocation order.

###



Nantucket Memorial Airport

## Monthly Statistical Report

(November 2019)



## Nantucket Memorial Airport Operations FY2019 - FY2020

	CY 2019						CY 2020						
	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	TOTAL
Air Carrier	674	676	278	72	2								1,702
Air Taxi	8,421	8,406	6,237	3,453	2,633								29,150
General Aviation	5,208	5,196	3,232	1,703	1,543								16,882
Military	47	79	51	58	21								256
Intinerant	14,350	14,357	9,798	5,286	4,199								47,990
Civil	14	10	28	22	122								196
Military	0	0	4	0	2								6
Local	14	10	32	22	124								202
Operations	14,364	14,367	9,830	5,308	4,323								48,192
% Change	22.85%	19.97%	22.68%	1.49%	12.58%								

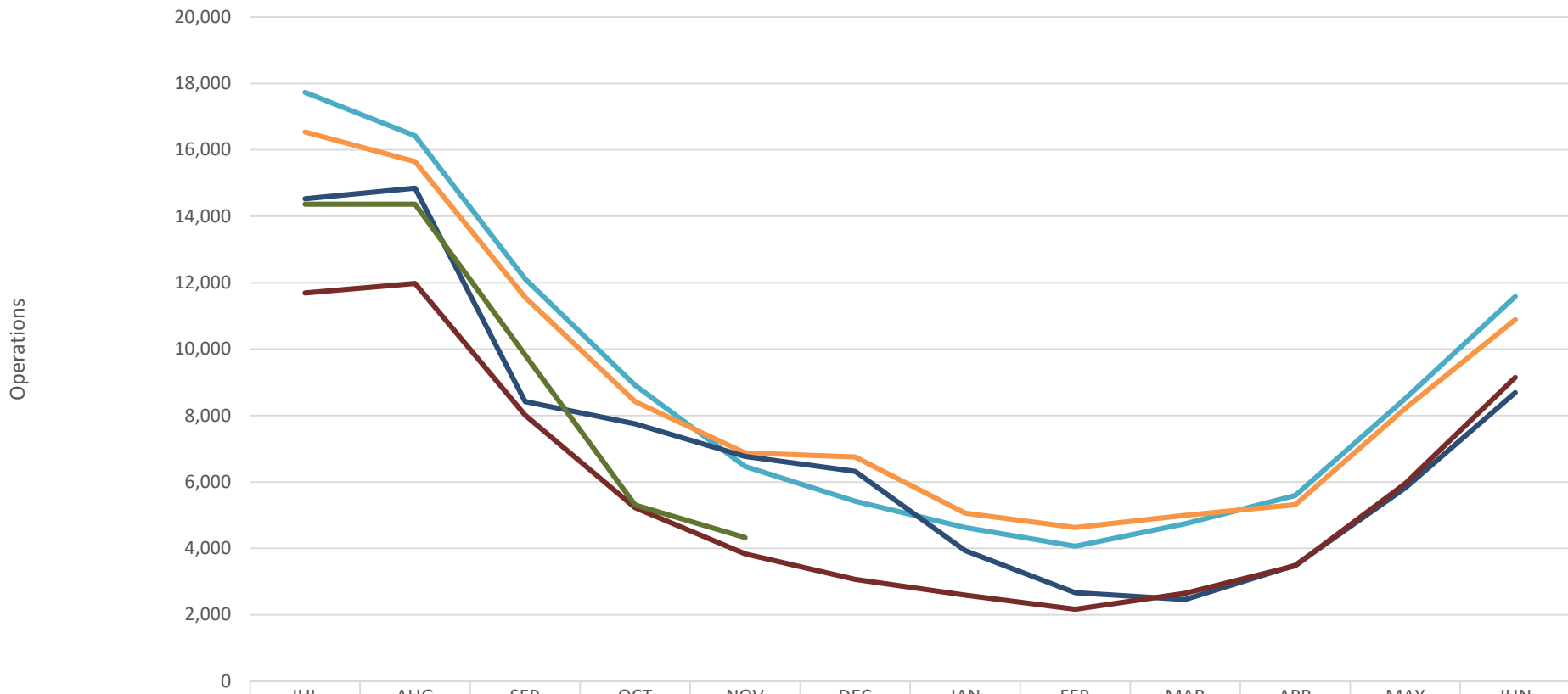
**November 2019 – November 2020 UP 12.58%**  
**YTD Up 18.26%**

	JUL	AUG	SEP	OCT	NOV	TOTAL	% Change
Operations FY2015	16,805	17,470	11,337	8,463	6,276	60,351	
Operations FY2016	17,735	16,423	12,117	8,909	6,465	61,649	2.15%
Operations FY2017	16,538	15,647	11,562	8,426	6,876	59,049	-4.22%
Operations FY2018	14,530	14,843	8,418	7,748	6,771	52,310	-11.41%
Operations FY2019	11,692	11,975	8,013	5,230	3,840	40,750	-22.10%
Operations FY2020	14,364	14,367	9,830	5,308	4,323	48,192	18.26%



# Nantucket Memorial Airport

## Operations FY 2015-2018



	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
Operations FY2016	17,735	16,423	12,117	8,909	6,465	5,419	4,628	4,062	4,742	5,594	8,508	11,584
Operations FY2017	16,538	15,647	11,562	8,426	6,876	6,756	5,061	4,630	4,996	5,312	8,219	10,890
Operations FY2018	14,530	14,843	8,418	7,748	6,771	6,324	3,933	2,664	2,462	3,490	5,822	8,695
Operations FY2019	11,692	11,975	8,013	5,230	3,840	3,065	2,597	2,169	2,655	3,473	5,955	9,153
Operations FY2020	14,364	14,367	9,830	5,308	4,323							



## Nantucket Memorial Airport

### Passenger Enplanements FY2019 - FY2020

		CY 2019								CY 2020				
FY2019	AIRLINE	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	TOTAL
	Cape Air (KAP)	4,761	4,420	4,425	2,419	1,424								17,449
	United Airlines	3,363	3,792	887	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED		8,042
	Delta Airlines	887	897	49	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED		1,833
	JetBlue Airways	15,233	17,295	9,345	2,311	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED			44,184
	Nantucket Air (ACK)	985	998	881	789	694								4,347
	Tradewind Aviation	1,592	1,492	838	296	96								4,314
	AMERICAN	5,129	5,886	565	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED		11,580
	Southern Airways	113	261	184	62	CLOSED								41
	Rectrix Aviation	949	1,033	855	786	591								4,214
	Monthly Total	33,012	36,074	18,029	6,663	2,805								96,004
	% Change Prior Year	8.09%	12.34%	4.27%	-8.07%	-12.01%								

**October 2019 –October 2020 Down -12.01%**  
**YTD Up 6.90%**

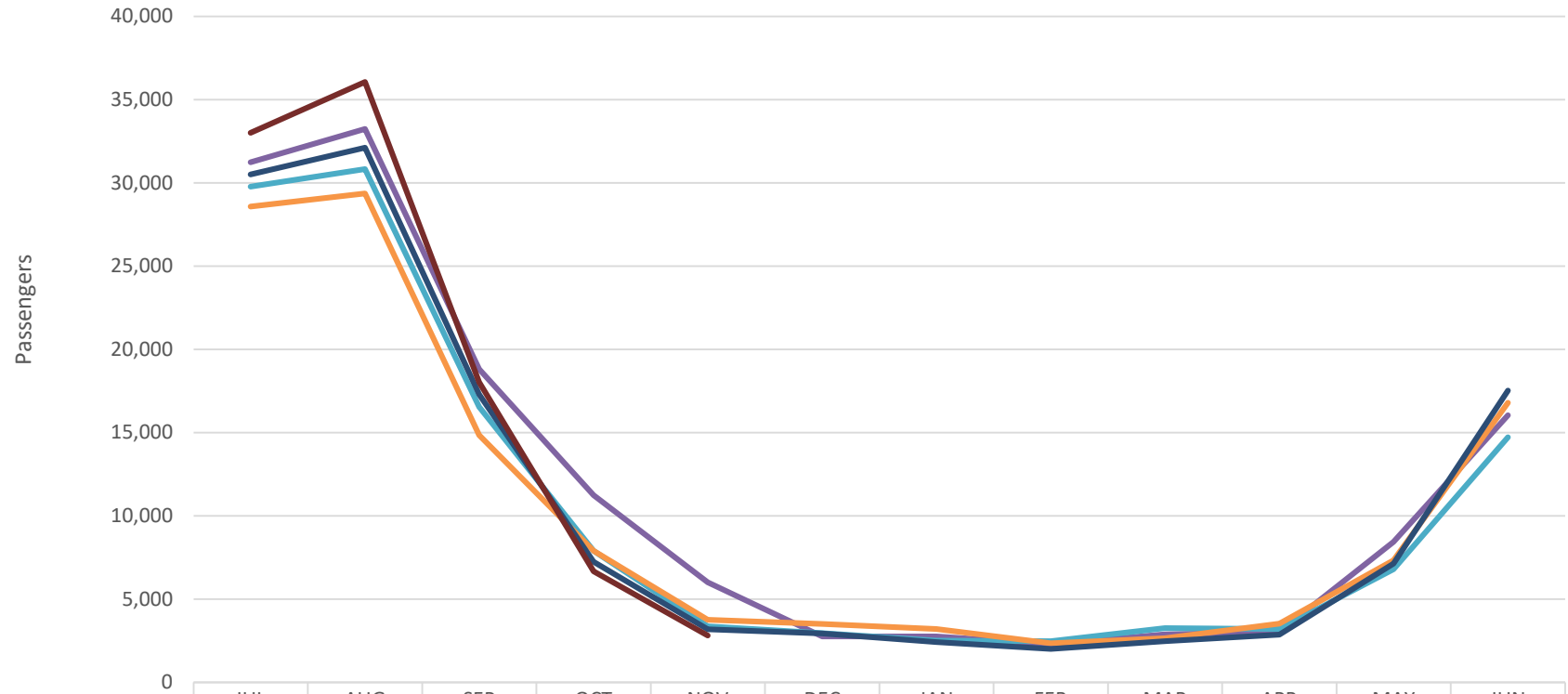
	JUL	AUG	SEP	OCT	NOV	TOTAL	% Change
Enplanements FY 2016	31,250	33,252	18,822	11,246	6,007	100,577	
Enplanements FY 2017	29,787	30,830	16,542	7,899	3,358	88,416	-12.09%
Enplanements FY 2018	28,582	29,375	14,856	7,902	3,764	84,479	-4.45%
Enplanements FY 2019	30,511	32,112	17,291	7,248	3,188	90,350	6.95%
Enplanements FY 2020	33,012	36,074	18,029	6,663	2,805	96,583	6.90%





# Nantucket Memorial Airport

## Passenger Enplanements



	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
Enplanements FY 2016	31,250	33,252	18,822	11,246	6,007	2,752	2,766	2,287	2,879	3,022	8,432	16,037
Enplanements FY 2017	29,787	30,830	16,542	7,899	3,358	2,959	2,501	2,480	3,260	3,196	6,785	14,724
Enplanements FY 2018	28,582	29,375	14,856	7,902	3,764	3,512	3,202	2,353	2,646	3,526	7,329	16,792
Enplanements FY 2019	30,511	32,112	17,291	7,248	3,188	2,944	2,421	2,006	2,474	2,871	7,138	17,529
Enplanements FY 2020	33,012	36,074	18,029	6,663	2,805							



## Nantucket Memorial Airport

### Operations /Enplanements

	OPERATIONS			ENPLANEMENTS		
AIRLINE	FY18 NOV	FY19 NOV	% Diff.	FY18 NOV	FY19 NOV	% Diff.
Cape Air (KAP)	390	384	-2%	1,690	1,424	-16%
United Airlines	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED
Delta Airlines	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED
JetBlue Airways	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED
Nantucket Air (ACK)	112	166	48%	553	694	25%
Tradewind Aviation	101	61	-40%	222	96	-57%
Rectrix Airlines	174	124	-29%	723	591	-18%
USAirways (AMERICAN)	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED
Southern Airways	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED
Monthly Total	777	735	-5%	3,188	2,805	-12%



# Nantucket Memorial Airport

## Cape Air Average Load Factor ACK-BOS

Nantucket Memorial Airport Total Passenger Enplanements CAPE AIR 9 Seats (BOSTON)								
		2019					2018	
	Enplanements	# of flights	Average # of Pax per flight	Capacity	Average Load Factor %	Enplanement Change %	Enplaned	Deplaned
January	811	184	4.41	9	49%	-16%	965	917
February	820	175	4.69	9	52%	0%	822	787
March	903	214	4.22	9	47%	10%	824	996
April	1160	250	4.64	9	52%	-16%	1384	1476
May	2335	453	5.15	9	57%	-1%	2360	2473
June	3200	564	5.67	9	63%	10%	2913	3640
July	3704	596	6.21	9	69%	2%	3646	3573
August	3371	588	5.73	9	64%	-12%	3827	4056
September	3660	594	6.16	9	68%	-1%	3693	3041
October	1915	352	5.44	9	60%	-12%	2181	1979
November	1208	277	4.36	9	48%	-4%	1253	1694



# Nantucket Memorial Airport

## Cape Air Average Load Factor ACK-EWB

<b>Nantucket Memorial Airport</b> <b>Total Passenger Enplanements</b> <b>CAPE AIR 9 Seats (EWB)</b>								
		2019					2018	
	Enplanements	# of flights	Average # of Pax per flight	Capacity	Average Load Factor %	Enplanement Change %	Enplaned	Deplaned
January	233	49	4.76	9	53%	-9%	256	278
February	147	38	3.87	9	43%	-43%	259	223
March	143	46	3.11	9	35%	-61%	364	327
April	172	46	3.74	9	42%	-62%	450	405
May	242	52	4.65	9	52%	-65%	683	650
June	335	79	4.24	9	47%	-58%	791	873
July	756	156	4.85	9	54%	-21%	959	1001
August	771	142	5.43	9	60%	-25%	1034	1138
September	501	95	5.27	9	59%	-36%	779	802
October	286	67	4.27	9	47%	-50%	570	542
November	205	57	3.60	9	40%	-27%	280	288



# Nantucket Memorial Airport

## Cape Air, ACK Air and Rectrix Average Load Factor ACK-HYA

Nantucket Memorial Airport Total Passenger Enplanements CAPE AIR 9 Seats (HYA)								
	2019						2018	
	Enplanements	# of flights	Average # of Pax per flight	Capacity	Average Load Factor %	Enplanement Change %	Enplaned	Deplaned
January	38	18	2.11	9	23%	-65%	108	55
February	7	15	0.47	9	5%	-79%	33	14
March	5	12	0.42	9	5%	-81%	26	24
April	2	21	0.10	9	1%	-98%	117	113
May	17	49	0.35	9	4%	-93%	227	221
June	13	41	0.32	9	4%	-96%	305	312
July	14	58	0.24	9	3%	-95%	264	248
August	23	56	0.41	9	5%	-88%	196	199
September	12	51	0.24	9	3%	-94%	203	165
October	2	36	0.06	9	1%	-98%	112	99
November	3	18	0.17	9	2%	-50%	6	0

Nantucket Memorial Airport Total Passenger Enplanements ACK AIR 9 Seats (HYA)								
	2019						2018	
	Enplanements	# of flights	Average # of Pax per flight	Capacity	Average Load Factor %	Enplanement Change %	Enplaned	Deplaned
January	470	110	4.27	9	47%	-49%	916	925
February	344	86	4.00	9	44%	-47%	644	668
March	507	108	4.69	9	52%	-32%	751	730
April	433	112	3.87	9	43%	-38%	704	751
May	526	125	4.21	9	47%	-7%	568	604
June	674	222	3.04	9	34%	22%	551	573
July	985	309	3.19	9	35%	28%	771	772
August	998	295	3.38	9	38%	16%	863	815
September	881	312	2.82	9	31%	18%	748	731
October	789	214	3.69	9	41%	22%	645	604
November	694	166	4.18	9	46%	25%	553	503

Nantucket Memorial Airport Total Passenger Enplanements Rectrix Airlines 9 Seats (HYA)								
	2019						2018	
	Enplanements	# of flights	Average # of Pax per flight	Capacity	Average Load Factor %	Enplanement Change %	Enplaned	Deplaned
January	730	179	4.08	9	45%	-14%	844	833
February	585	134	4.37	9	49%	18%	494	515
March	797	178	4.48	9	50%	32%	604	658
April	780	177	4.41	9	49%	40%	557	558
May	957	207	4.62	9	51%	19%	807	864
June	849	187	4.54	9	50%	-48%	1620	1566
July	927	193	4.80	9	53%	-14%	1073	1025
August	1033	212	4.87	9	54%	-14%	1197	1207
September	830	168	4.94	9	55%	-11%	933	825
October	777	159	4.89	9	54%	-7%	839	852
November	591	123	4.80	9	53%	-16%	707	874



## Nantucket Memorial Airport

### HYA Market

HYA				
	Nov	Nov	Change	% Chnge
	2018	2019		
Cape	6	3	-3	-50%
ACK	553	694	141	25%
Rectrix	723	591	-132	-18%
	1282	1288	6	0%



# Nantucket Memorial Airport

## Cape Air Load Factor ACK-JFK

Nantucket Memorial Airport Total Passenger Enplanements CAPE AIR 9 Seats (JFK)								
		2019					2018	
	Enplanements	# of flights	Average # of Pax per flight	Capacity	Average Load Factor %	Enplanement Change %	Enplaned	Deplaned
January	92	27	3.41	9	38%	0%	CLOSED	CLOSED
February	89	24	3.71	9	41%	0%	CLOSED	CLOSED
March	87	29	3.00	9	33%	0%	CLOSED	CLOSED
April	135	26	5.19	9	58%	0%	CLOSED	CLOSED
May	80	14	5.71	9	63%	0%	CLOSED	CLOSED
June	0	0	0.00	9	0%	0%	CLOSED	CLOSED
July	0	0	0.00	9	0%	0%	CLOSED	CLOSED
August	0	0	0.00	9	0%	0%	CLOSED	CLOSED
September	49	15	3.27	9	36%	0%	CLOSED	CLOSED
October	152	26	5.85	9	65%	210%	49	27
November	123	28	4.39	9	49%	3%	120	142



## Nantucket Memorial Airport

Cape Air Average Load Factor ACK-MVY

Nantucket Memorial Airport Total Passenger Enplanements CAPE AIR 9 Seats (MVY)								
		2019					2018	
	Enplanements	# of flights	Average # of Pax per flight	Capacity	Average Load Factor %	Enplanement Change %	Enplaned	Deplaned
January	28	8	3.50	9	39%	-72%	101	110
February	11	3	3.67	9	41%	-88%	88	124
March	23	6	3.83	9	43%	-67%	69	105
April	27	4	6.75	9	75%	-80%	134	189
May	29	16	1.81	9	20%	-81%	152	197
June	30	28	1.07	9	12%	-51%	61	239
July	73	23	3.17	9	35%	-34%	110	208
August	46	23	2.00	9	22%	-50%	92	227
September	39	33	1.18	9	13%	-68%	120	356
October	35	28	1.25	9	14%	-55%	78	260
November	14	4	3.50	9	39%	-50%	28	31





## Nantucket Memorial Airport

### Jet A Gallons sold FY 2016 – FY 2020

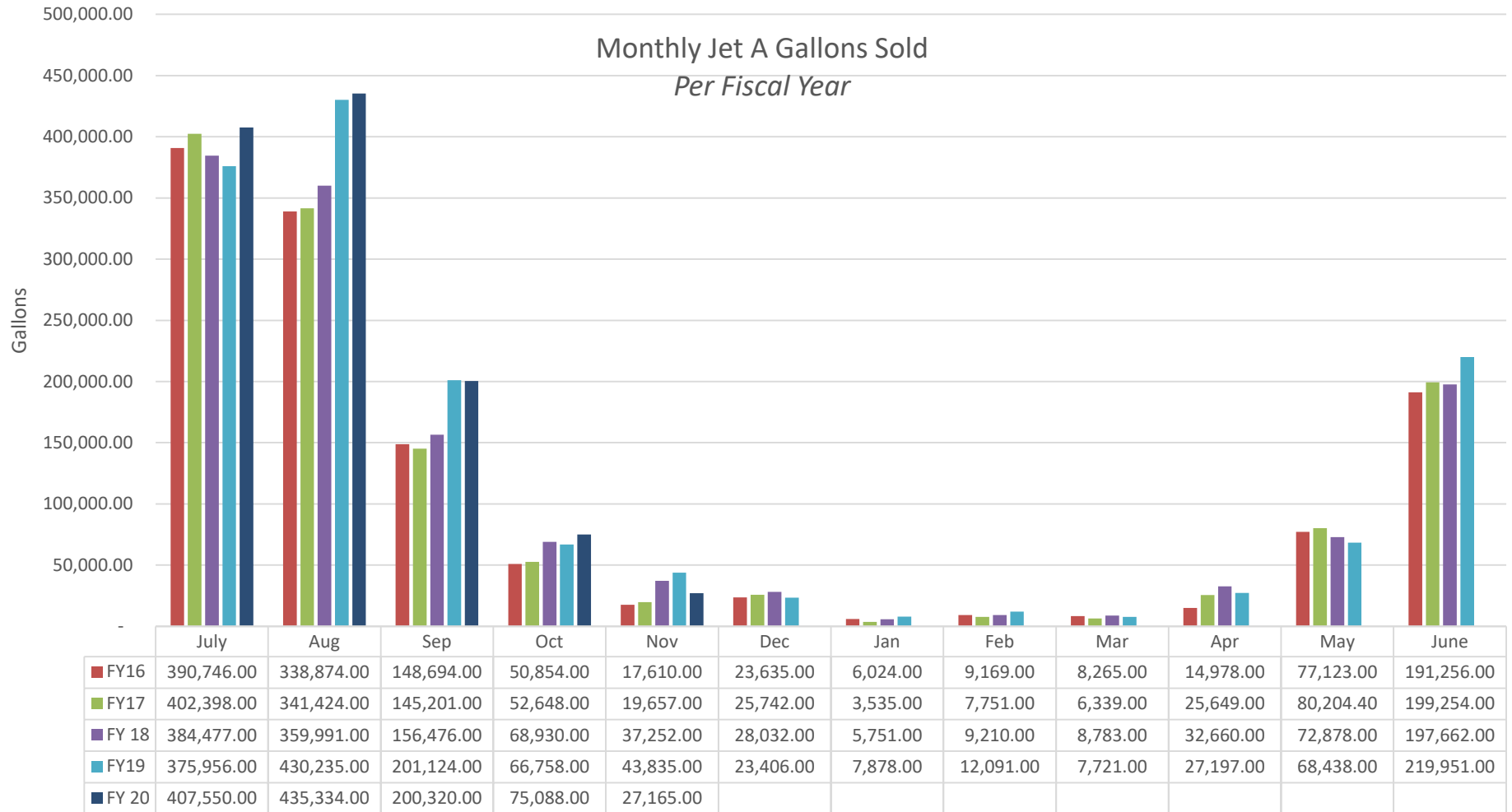
	<u>July</u>	<u>Aug</u>	<u>Sep</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>June</u>	<u>Total</u>
<b>FY16</b>	390,746.00	338,874.00	148,694.00	50,854.00	17,610.00	23,635.00	6,024.00	9,169.00	8,265.00	14,978.00	77,123.00	191,256.00	1,277,228.00
<b>FY17</b>	402,398.00	341,424.00	145,201.00	52,648.00	19,657.00	25,742.00	3,535.00	7,751.00	6,339.00	25,649.00	80,204.40	199,254.00	1,309,802.40
<b>FY 18</b>	384,477.00	359,991.00	156,476.00	68,930.00	37,252.00	28,032.00	5,751.00	9,210.00	8,783.00	32,660.00	72,878.00	197,662.00	1,362,102.00
<b>FY19</b>	375,956.00	430,235.00	201,124.00	66,758.00	43,835.00	23,406.00	7,878.00	12,091.00	7,721.00	27,197.00	68,438.00	219,951.00	1,484,590.00
<b>FY 20</b>	407,550.00	435,334.00	200,320.00	75,088.00	27,165.00								1,145,457.00
	8.40%	1.19%	-0.40%	12.48%	-38.03%								

**November 2019 – November 2020 Down -38.03%**  
**YTD Up 2.46%**

	<u>July</u>	<u>Aug</u>	<u>Sep</u>	<u>Oct</u>	<u>Nov</u>	<u>YTD Total</u>	% Change
<b>2016 Jet A</b>	390,746.00	338,874.00	148,694.00	50,854.00	17,610.00	946,778.00	#REF!
<b>2017 Jet A</b>	402,398.00	341,424.00	145,201.00	52,648.00	19,657.00	961,328.00	1.54%
<b>2018 Jet A</b>	384,477.00	359,991.00	156,476.00	68,930.00	37,252.00	1,007,126.00	4.76%
<b>2019 Jet A</b>	375,956.00	430,235.00	201,124.00	66,758.00	43,835.00	1,117,908.00	11.00%
<b>2020 Jet A</b>	407,550.00	435,334.00	200,320.00	75,088.00	27,165.00	1,145,457.00	2.46%



# Nantucket Memorial Airport



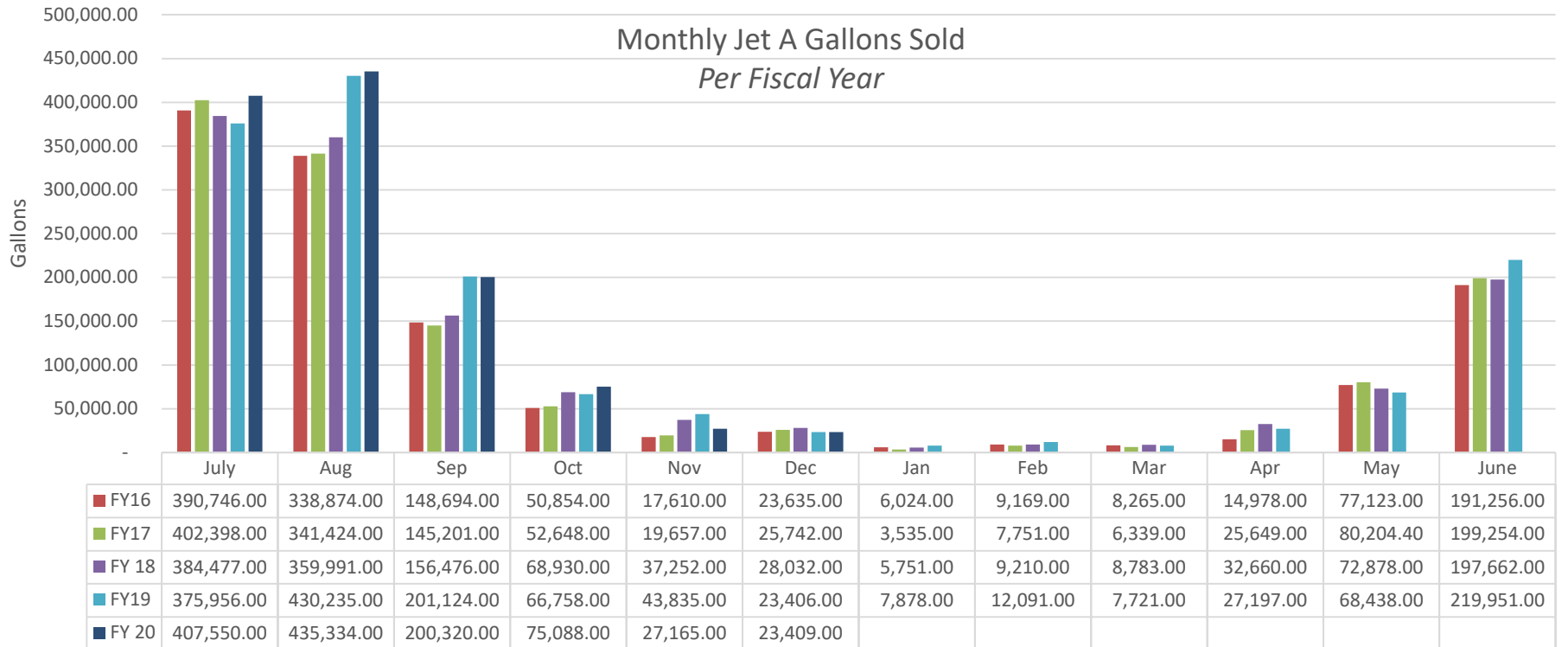


# Nantucket Memorial Airport

## December vs. December Up 0.01%

### Jet A

	<u>July</u>	<u>Aug</u>	<u>Sep</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>June</u>	<u>Total</u>
<b>FY16</b>	390,746.00	338,874.00	148,694.00	50,854.00	17,610.00	23,635.00	6,024.00	9,169.00	8,265.00	14,978.00	77,123.00	191,256.00	1,277,228.00
<b>FY17</b>	402,398.00	341,424.00	145,201.00	52,648.00	19,657.00	25,742.00	3,535.00	7,751.00	6,339.00	25,649.00	80,204.40	199,254.00	1,309,802.40
<b>FY 18</b>	384,477.00	359,991.00	156,476.00	68,930.00	37,252.00	28,032.00	5,751.00	9,210.00	8,783.00	32,660.00	72,878.00	197,662.00	1,362,102.00
<b>FY19</b>	375,956.00	430,235.00	201,124.00	66,758.00	43,835.00	23,406.00	7,878.00	12,091.00	7,721.00	27,197.00	68,438.00	219,951.00	1,484,590.00
<b>FY 20</b>	407,550.00	435,334.00	200,320.00	75,088.00	27,165.00	23,409.00							1,168,866.00
	8.40%	1.19%	-0.40%	12.48%	-38.03%	0.01%							





## Nantucket Memorial Airport

### AvGas (100LL) Gallons Sold FY2016 - FY2020

	<u>July</u>	<u>Aug</u>	<u>Sep</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>June</u>	<u>Total</u>
<b>FY 2016</b>	23,067.00	25,091.20	15,027.90	8,579.40	5,301.30	4,658.10	2,714.00	2,096.30	3,271.40	4,275.60	9,889.40	13,732.30	117,703.90
<b>FY 2017</b>	26,296.70	25,032.40	16,766.80	11,119.60	5,527.00	5,334.00	3,167.00	2,750.00	3,111.50	5,176.00	10,535.50	13,789.40	128,605.90
<b>FY 2018</b>	19,705.40	21,362.20	13,381.80	9,774.90	5,313.50	4,070.00	2,982.80	2,939.10	3,998.10	6,661.60	11,402.30	15,457.70	117,049.40
<b>FY 2019</b>	21,609.20	24,059.70	14,611.30	10,169.60	7,483.10	6,141.30	4,988.90	3,441.80	5,691.20	6,532.10	11,433.00	15,636.70	131,797.90
<b>FY 2020</b>	21,303.10	21,364.00	15,548.00	8,914.00	8,057.00								75,186.10
	-1.42%	-11.20%	6.41%	-12.35%	7.67%								

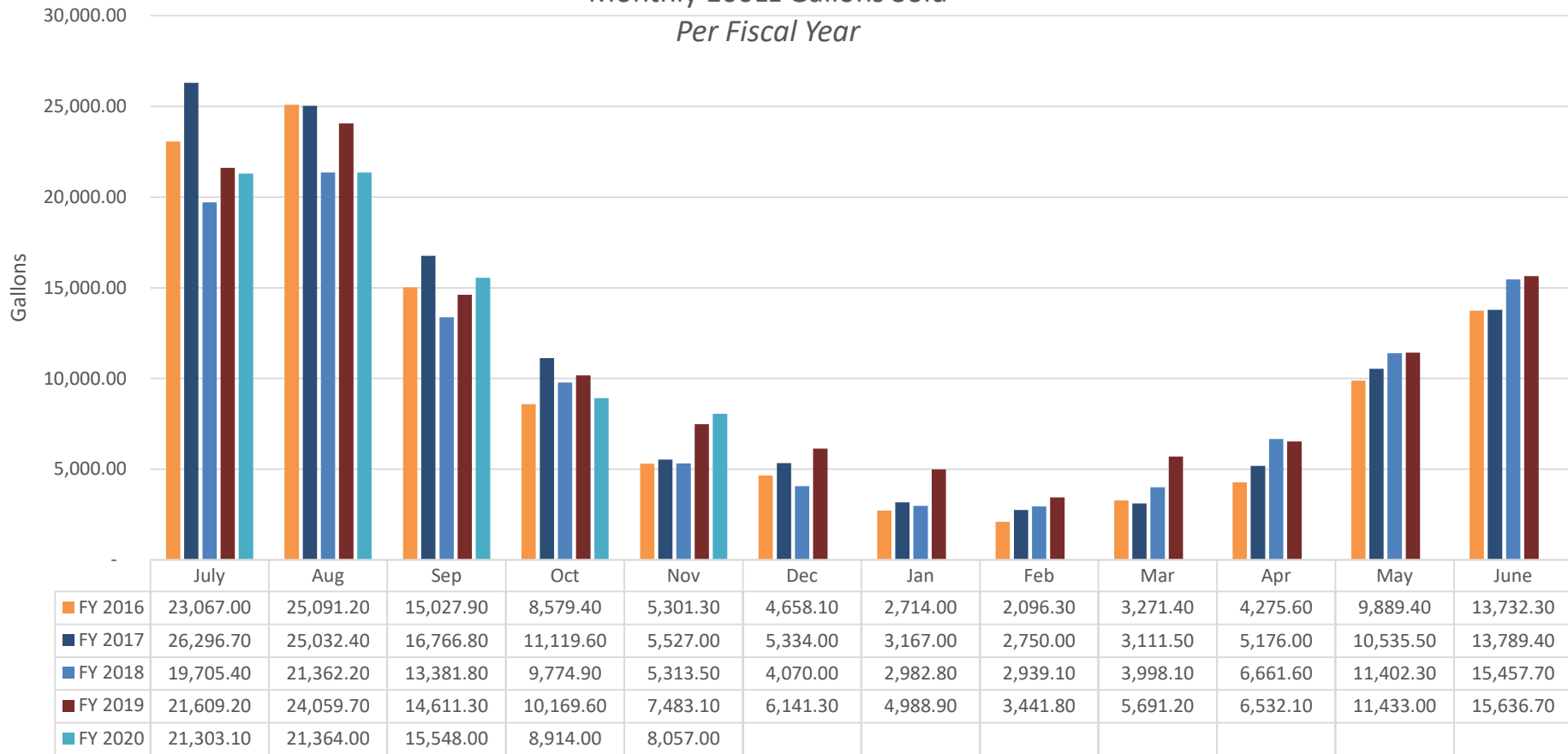
**November 2019 – November 2020 UP 7.67%**  
**YTD Down – 3.52%**

	<u>July</u>	<u>Aug</u>	<u>Sep</u>	<u>Oct</u>	<u>Nov</u>	<u>YTD TOTAL</u>	% Change
<b>2016 AvGas</b>	23,067.20	25,091.20	15,027.90	8,579.40	5,301.30	77,067.00	
<b>2017 AvGas</b>	26,296.70	25,032.40	16,766.80	11,119.60	5,527.00	84,742.50	9.96%
<b>2018 AvGas</b>	19,705.40	21,362.20	13,381.80	9,774.90	5,313.50	69,537.80	-17.94%
<b>2019 AvGas</b>	21,609.20	24,059.70	14,611.30	10,169.60	7,483.10	77,932.90	12.07%
<b>2020 AvGas</b>	21,303.10	21,364.00	15,548.00	8,914.00	8,057.00	75,186.10	-3.52%



## Nantucket Memorial Airport

### Monthly 100LL Gallons Sold *Per Fiscal Year*



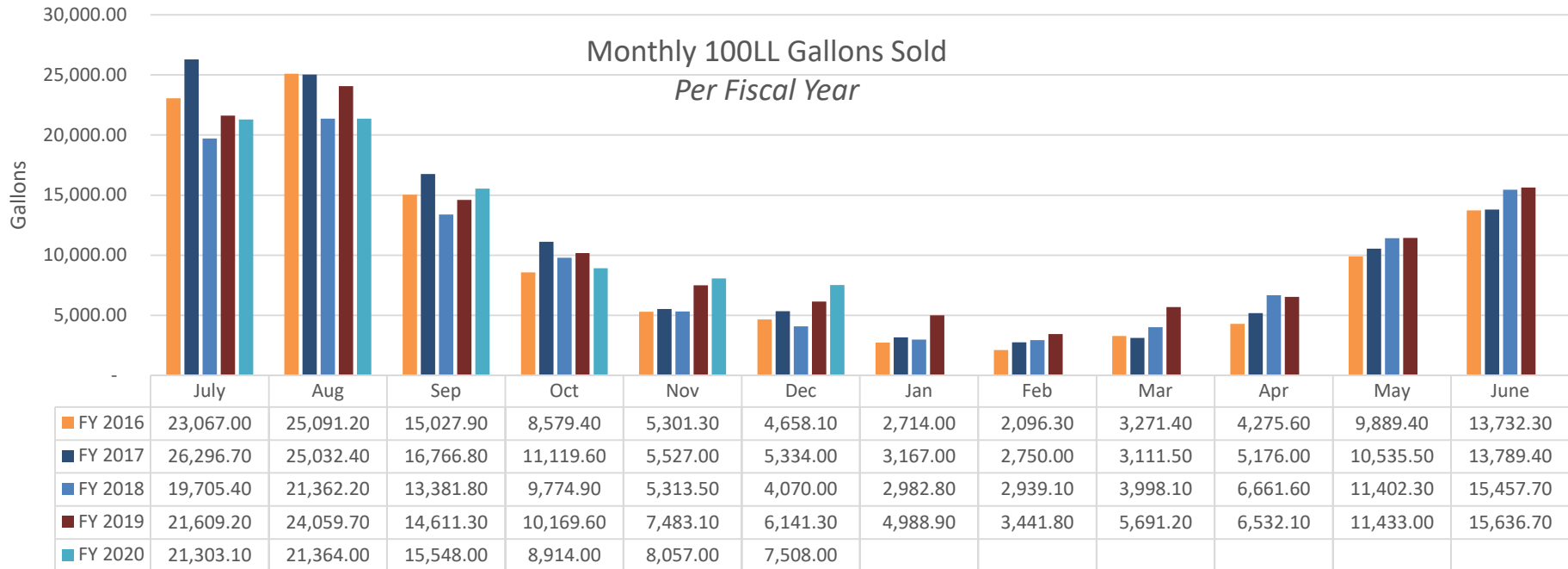


# Nantucket Memorial Airport

## December vs. December UP 22.25% AVGAS 100LL

	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	Total
<b>FY 2016</b>	23,067.00	25,091.20	15,027.90	8,579.40	5,301.30	4,658.10	2,714.00	2,096.30	3,271.40	4,275.60	9,889.40	13,732.30	117,703.90
<b>FY 2017</b>	26,296.70	25,032.40	16,766.80	11,119.60	5,527.00	5,334.00	3,167.00	2,750.00	3,111.50	5,176.00	10,535.50	13,789.40	128,605.90
<b>FY 2018</b>	19,705.40	21,362.20	13,381.80	9,774.90	5,313.50	4,070.00	2,982.80	2,939.10	3,998.10	6,661.60	11,402.30	15,457.70	117,049.40
<b>FY 2019</b>	21,609.20	24,059.70	14,611.30	10,169.60	7,483.10	6,141.30	4,988.90	3,441.80	5,691.20	6,532.10	11,433.00	15,636.70	131,797.90
<b>FY 2020</b>	21,303.10	21,364.00	15,548.00	8,914.00	8,057.00	7,508.00							82,694.10
	-1.42%	-11.20%	6.41%	-12.35%	7.67%	22.25%							

Monthly 100LL Gallons Sold  
*Per Fiscal Year*





## Nantucket Memorial Airport - FY 2020 monthly freight -

	2019						FY19						
AIRLINE	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	TOTAL
Cape Air (KAP)	98,626	95,418	73,995	71,229	53,315		39,122	30,014	36,734	50,734	54,028	101,145	704,360
Wiggins-FedEx	103,597	81,938	39,948	33,272	27,062		30,607	32,527	41,164	66,471	96,255	90,482	643,323
Wiggins-UPS	7,768	9,196	10,216	13,391	12,996		4,789	5,108	6,457	19,994	18,527	10,934	119,376
Allies Air Freight	15,090	14,100	10,776	9,561	8,683		8,068	5,911	6,961	8,469	12,782	12,994	113,395
Monthly Total	225,081	200,652	134,935	127,453	102,056		82,586	73,560	91,316	145,668	181,592	215,555	1,580,454
% Change Prior Year	4.75%	-0.98%	-3.70%	3.21%	-11.55%		16.83%	14.12%	10.11%	39.12%	15.41%	4.87%	

**November 2019 – November 2020 Down -11.55%**  
**YTD Down – 0.79%**

<u>Freight</u>	<u>July</u>	<u>Aug</u>	<u>Sep</u>	<u>Oct</u>	<u>Nov</u>	<u>Total</u>	<u>% Change</u>
<b>FY 2016</b>	336,625.00	278,904.00	201,486.00	157,429.00	115,875.00	1,090,319.00	
<b>FY 2017</b>	200,823.00	190,768.00	131,947.00	96,783.00	70,228.00	690,549.00	-36.67%
<b>FY 2018</b>	204,698.00	197,802.00	124,036.00	104,165.00	113,084.00	743,785.00	7.71%
<b>FY 2019</b>	214,878.00	202,628.00	140,118.00	123,490.00	115,382.00	796,496.00	7.09%
<b>FY 2020</b>	225,081.00	200,652.00	134,935.00	127,453.00	102,056.00	790,177.00	-0.79%



## Nantucket Memorial Airport

### Monthly Freight

	Nov-18	Nov-19	Lbs Inc/(Dec) over PY	% Inc/(Dec) over PY
Cape Air Freight	68	4,753	4,685	6890%
USPS (Cape Air)	46,699	48,562	1,863	4%
Fed Ex (Wiggins)	49,225	27,062	(22,163)	-45%
UPS (Wiggins)	9,476	12,996	3,520	37%
Allies Air Freight	9,914	8,683	(1,231)	-12%





Nantucket Memorial Airport

Town of Nantucket  
**NANTUCKET MEMORIAL AIRPORT**  
14 Airport Road  
Nantucket Island, Massachusetts 02554

Thomas M. Rafter, Airport Manager  
Phone: (508) 325-5300  
Fax: (508) 325-5306



*Commissioners*  
Daniel W. Drake, Chairman  
Arthur D. Gasbarro, Vice Chair  
Anthony G. Bouscaren  
Andrea N. Planzer  
Jeanette D. Topham

**Airport Long Range Planning Subcommittee Meeting  
November 26, 2019**

The meeting was called to order at 9:00 am by Chairman Daniel Drake with the following commissioners present: Arthur Gasbarro and Andrea Planzer.

The meeting took place in the second floor Administration Conference room at the Nantucket Memorial Airport, 14 Airport Rd. Nantucket MA.

Airport employees present were: Thomas Rafter, Airport Manager, Noah Karberg, Assistant Airport Manager, Jamie Sandsbury, Business and Finance Manager, Katy Perales, Office Manager and Lillian Sylvia, Administrative Assistant.

Mr. Drake announced that the meeting was being audio recorded.

Mr. Drake asked for comments on the Agenda; hearing none, the Agenda was adopted.

Ms. Planzer made a **Motion** to approve the Long Range Planning draft minutes dated 12/4/18. **Second** by Mr. Gasbarro and **Passed** unanimously.

**Public Comment**

None.

**Employee Housing- Financial Model-** Mr. Rafter reviewed the housing model, completed by the Airport engineering firm showing assumptions, number of units, how to manipulate the model, potential construction cost estimates, and the rents that would be charged and at what occupancy levels. The model identifies two, two building side by side duplex units. Total cost development is estimated to be \$3.5 million. Engineers did research regarding Fair Market Value (FMV) on Nantucket, incorporating that into the model. This model allows the Airport to run different scenarios to determine how much money would have to be invested to complete the project. Keeping a unit open for a critically needed employee would be beneficial to the Airport and allow for more hiring opportunity and options. The Committee discussed if starting with two buildings would be necessary, how it would be decided whom would occupy these units, and if union employees would be included. Mr. Rafter explained that regarding union employees, it would have to be part of the Bargain Contract, therefore it would start as a non-union offer. The Committee decided it would be in the best interest of the Airport to run another scenario through the model, using only one building and discuss more in the future.

**PFC #2 Application-Projects and Process-** Mr. Rafter reported on:

The current PFC application expires in 2024. The second PFC application is estimated for approximately \$1.1 Million and would expire in 2029. The second application is currently all reimbursement projects and are waiting to add the final number on the Security project.

**Freight Facility Lease-** Mr. Rafter reported on:

The freight facility lease expires March 30, 2020 and is currently subleased to Allies Air, who runs the property as a freight facility. In addition, Allies Air operates passenger flights through the FBO. The building is owned by the Airport. Mr. Rafter and the Committee discussed the value and need for a freight facility on the island, operating costs, per square footage rates, competition, and the potential benefits of having more opportunity for other operators but keeping it at a reasonable cost. The Committee agreed the next step is to issue an Request for Expression of Interest (REOI) with a freight component.

**Prioritization of Uses of Retained Earnings-** Mr. Rafter reported on:

The Airport has certified retained earnings for the past year of \$3.5 Million. There are significant capital projects coming up, including a \$4 million security project and the Taxiway Echo project. The Airport must be prepared to pay a portion of the Security project and later get reimbursed. The Committee agreed that the Security and Taxiway Echo projects are top priority and it must be determined where the Airport stands financially with those two projects and other projects in between to figure out if there are enough funds for the housing project and incorporate it into the Capital Improvement Plan (CIP).

**Commissioner's Comments:**

The Committee discussed the South Ramp noise study and the effects that the South Ramp expansion could have on the Airport and Community. Engineers created a revised layout for the South Ramp. The committee discussed potential solutions that would help prevent noise on the South Ramp with the ramp extension, one of which included a berm sound barrier. Mr. Karberg, Assistant Airport Manager, reported that the controlling item on potential earthen berm sound barrier is not environmental mitigation, but airspace analysis. It was determined that the Airport would communicate updates to Engineers regarding the South Ramp noise study, regarding additive noise exposure and updated ramp configuration for analysis.

**Public Comment:**

None

Meeting adjourned at 10:47 am.

Respectfully submitted,

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Lillian Sylvia, Recorder

**Master List of Documents Used**

11.26.19 Agenda  
Housing Study Technical Memorandum  
Housing Study Cost Analysis Model  
PFC Draft Attachment H